

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING
SCHEDULED TO CONVENE AT 7:00 P.M., MONDAY, FEBRUARY 1, 2016 IN THE E.L.
PURYEAR BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA**

MAYOR	TIM LOUCKS	tim.loucks@groveland-fl.gov
VICE-MAYOR	KAREN MCMICAN	karen.mcmican@groveland-fl.gov
COUNCIL MEMBER	MIKE RADZIK	mike.radzik@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	JOHN GRIFFIN	john.griffin@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ.	
CITY MANAGER	REDMOND D. JONES, II	redmond.jones@groveland-fl.gov
CITY CLERK	TERESA BEGLEY	teresa.begley@groveland-fl.gov
SERGEANT-AT-ARMS	CHIEF M. SMITH TENNYSON	melvin.tennyson@groveland-fl.gov

Please note: Most written communication to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

AGENDA

Call to Order

Opening Ceremonies

- a. Pledge of Allegiance
- b. Invocation

Roll Call

Guest Speaker, Presentations and Proclamations

- a. Request for Donation re: Groveland Police Explorer Competition in Tennessee
- b. Jeff Larson, Larson Consulting – Financing of Reclaimed Water Projects and Refinancing of 4 USDA Loans

Reports

- a. Council Member Reports
- b. City Manager Report
- c. City Attorney Report
- d. Citizen Advisory Committee Member Reports

Consent Agenda

- Approval of City Council Meeting Minutes 01-19-2016 (not available)

New Business

1. Approve BESH Engineering Proposal/Agreement
2. Re-appoint RAC Members whose terms have expired
3. Approve McDirmit Davis & Company, LLC Engagement Letter for Audit Services
4. Montevista Farms Indemnification Agreement
5. Ordinance 2016-01-01: Density Clarification Montevista Farms Comprehensive Plan Amendment

6. Ordinance 2016-01-02: City of Groveland Comprehensive Plan Amendment – Open Space Requirement
7. Ordinance 2016-01-03: City of Groveland Comprehensive Plan Amendment – Future Land Use Amendment
8. Ordinance 2016-01-04: Montevista Farms Planned Unit Development
9. Centrex Termination Agreement
10. Ordinance 2016-01-05: Preserve at Sunrise Planned Unit Development
11. Resolution 2016-01-01: Variance to Residential Lot Size Requirements
12. Resolution 2016-02-01: Council Member Transportation
13. Faith Neighborhood Site Plan Approval
14. Ordinance 2015-11-31: Trilogy Comprehensive Plan Amendment

Public Comments*

Announcements

Adjournment

****Groveland Code of Ordinances Sec. 2-58 (f).*** Any person desiring to address the council shall first secure the permission of the presiding officer and shall give his name and address for the record. All remarks shall be addressed to the council as a body and not to any member thereof unless permission to do so is first granted by the presiding officer. Unless further time is granted by the presiding officer or the council, members of the public shall limit their discussion or address to no more than five minutes. No question shall be asked a councilmember or city official except through the presiding officer. If your address is exempt from public record you are not required to state it. In addition, do not give out your Social Security Number, phone number, email address or any other information you do not want others to have access to as the meetings are recorded and those recordings are considered public record.

Pursuant to the provisions of Chap. 286, F.S., Sec. 286.0105, if a person decides to appeal any decision made by this body with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based and is advised to make such arrangements at his or her own expense.



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 1, 2016

AGENDA ITEM: Request for Donation re: Groveland Police Explorer Competition in Tennessee

CITY GOAL: Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.

PREPARED BY: Sgt. Stephanie Crews

DATE: January 19, 2016

BACKGROUND:

STAFF RECOMMENDATION: Approve donation for the amount chosen by Council

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 1, 2016

AGENDA ITEM:	Presentation by Jeff Larson, Larson Consulting regarding the financing of two reclaimed water projects and the refinancing of several USDA loans.
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CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
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PREPARED BY:	Gwen Walker, Finance Director
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DATE:	January 22, 2016
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BACKGROUND:

The City has been awarded grant funding from St. John's Water Management District to undertake two reclaimed water projects, the Eagle Ridge Phase 3 Reclaimed Water Distribution System and the Sunshine Wastewater Treatment Plant Reclaimed Water Storage Tank. To support these projects, it is necessary to seek financing. At the same time, we are proposing a refinancing of several USDA loans that we have in the Enterprise Fund. Mr. Larson is here to explain the details of these transactions and to answer any questions Council or the public may have.

STAFF RECOMMENDATION: No action necessary.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



City of Groveland, Florida

FINANCIAL ADVISOR PRESENTATION: WATER, WASTE WATER, AND RECLAIMED WATER UTILITY – UP TO \$9,500,000 UTILITY SYSTEM REVENUE REFUNDING NOTES, SERIES 2016 A, B, C

February 1, 2016

JEFFREY T. LARSON, MBA, PRESIDENT
LARSON CONSULTING SERVICES
TEL: 407-496-1597 | Email: jl Larson@larsonconsults.com

LARSON
Consulting Services, LLC

PRESENTATION OUTLINE



Overview – Steps Taken To Date	SECTION 1
Summary – Up to \$9,500,000 Utility Refunding Notes, Series 2016 A, B, C	SECTION 2
Updated Timetable	SECTION 3
Financial Advisor Recommendations	SECTION 4
Questions & Answers	SECTION 5
Attachment Material	SECTION 6

LARSON CONSULTING SERVICES, LLC. ("LCS") COMPANY OVERVIEW



- Independent SEC and MSRB Registered "Municipal Advisor", City's Financial Advisor
- Jeff Larson has served local Florida governments since 1992
- LCS Team has broad background in banking, corporate finance, investments, public private partnerships and public finance
- Jeff Larson has successfully closed over \$6 Billion in Financings since 1982
- Jeff Larson is a frequent speaker and instructor on "Debt Management" and "Best Practices in Investments" at FGFOA and FCCMA



SECTION ONE – Historical Financial Review

- LCS completed “Debt Affordability Reviews” for City’s General Fund and Water, Waste Water, and Reclaimed Water Utility.
- LCS assisted City with \$2,172,700 Series 2015 Note (refunding of 2012 A Note) saving over \$55,000.
- Review of Utility included CIP Review of near term system needs (approximately \$7,000,000), and 33⅓% St. John’s Water Management District Grants.
- Review of City’s existing Utility System Debt revealed potential debt service savings on four USDA Series 1991 and 1994 Bonds.

SECTION ONE – Historical Review



- City Council in December 2015 Adopted Reimbursement Resolution of up to \$7,500,000 on new CIP needs.
- Still experiencing extremely low interest rates, so good timing to (1) refund Notes for savings, and (2) finance \$7,000,000 projects, with St. John's Grant reducing net new debt to approximately \$5,000,000.
- \$7,000,000 CIP Projects Include:
 - Est. \$2,500,000 Reclaimed Water Storage Tank
 - Est. \$3,500,000 Silver Eagle Reclaimed Water Distribution Lines
 - Est. \$1,000,000 in Cost Overruns, additional City approved CIP needs

SECTION TWO –

Summary – Up to \$9,500,000

Series 2016 A, B, C Notes



- Series A: Approximately \$2,143,000, 15 years (no extension in final maturities). Four USDA Notes at 5%, projected total savings of approximately \$325,000.
- Series B: Approximately \$5,000,000 New CIP Needs (net of 33 $\frac{1}{3}$ % of Grants) 15 years.
- Series C: Approximately \$2,000,000 Grant Anticipation Note ("GAN"), estimated Final Maturity December 2017. Paid off by receipt of St. John's Grant Funds following City Spending and reimbursement request.
- Net new Utility System Debt of \$5,000,000 falls within prior Debt Affordability Study and current rate revenues.

SECTION THREE— Updated Timetable



- LCS / City release Bank RFP February 3rd.
- LCS brings results of Bank RFP and City Selection Committee Bank Recommendation to City Council on March 7th.
- Series 2016 A, B, C Note Resolution and Documents to City Council for approval on March 21st.
- Series 2016 A, B, C Notes Closing – March 24th.

SECTION FOUR – Financial Advisor Recommendations



- Very similar process to Successful 2015 Note Refinancing
- Financial Advisor works closely with City staff, Follows City Council December 2015 Resolution Addresses New CIP Needs, Timed well with Grants
- Savings enhanced and debt service lower due to historically low interest rates
- Bank versus bond financing more attractive for Series 2016 A, B, C
- LCS recommends continuing on current path

SECTION FIVE – Questions and Answers



SECTION SIX – Attachment Material



- Jeff Larson Bio
- Larson Consulting Services Company Overview

Jeffrey T. Larson

Phone: (407) 496-1597

Email: jlaron@larsonconsults.com

Based in Orlando, and as President of Larson Consulting Services ("LCS"), an independent SEC and MSRB registered municipal advisory firm, which acts as a financial advisor, Jeff has successfully closed a wide range of municipal project finance and corporate financings totaling over \$6 billion. Florida projects have ranged from negotiating and structuring transportation/road improvement programs, higher education project financings, multiple utility acquisitions, extensive water and wastewater capital expansions, investments support services, economic development and redevelopment initiatives, utility enterprise restructurings, refinancing and restructuring, downtown redevelopment, CRA TIF financings, debt and lease purchase private placements, multiple public/private partnership project finance issues, multiple phased Charter School financing, and a \$240 Million University / Developer PPP Project financing. In May of 2011, Jeff and FMAS was asked by the AAAM rated FL SAFE Local Government Investment Pool ("LGIP"), to serve as its Administrator and Executive Director. He has served many Florida governments since 1992 as an Investment Banker, Financial Consultant, Administrator, or Financial Advisor.

Prior to establishing LCS and FMAS, Jeff managed D.A. Davidson's Southeast Regional Investment Banking Office. Prior to joining D.A. Davidson, Mr. Larson was the S.E. Regional Director Investment Banking and Consulting Services with Kirkpatrick Pettis, the investment banking arm of Mutual of Omaha, the Managing Director for Stifel Nicolaus/Hanifen Imhoff, and a Vice President, Investment Banking for SunTrust Capital Markets in Orlando, Florida. Recruited by these firms, he specialized since 1992 in Florida with the structuring and marketing of a variety of public finance and capital markets products. Prior to that, he spent ten years with C & S/Sovran in Atlanta and Barclays Bank PLC in Atlanta and San Francisco as a corporate finance, large corporate/Fortune 500, and Middle Market Banker.

Mr. Larson received his MBA degree on an academic scholarship from Emory University, Atlanta, Georgia in 1982. As part of his MBA graduate work, Mr. Larson worked, studied and taught in Germany and Austria and was a Fulbright Scholar at the Johannes Kepler University in Linz, Austria. He received an A.B. in Business Administration with honors in 1980 from Franklin & Marshall College, Lancaster, PA. Mr. Larson's professional licenses with the State of Florida, FINRA (previously the National Association of Securities Dealers (NASD)), and New York Stock Exchange (NYSE) have included a Series 7 General Securities, Series 63, Series 53 Municipal Principal, Series 24 FINRA General Securities Principal and Series 9 and 10 General Securities Sales Supervisor licenses.

Jeff is a frequent speaker at industry conferences including the annual FGFOA, FCCMA, Florida Bond Buyer, FICPA, Florida Redevelopment Association (FRA), Florida Bar Association, Florida League of Cities, Ernst & Young Professional Development Conference, FGFOA Webinars, FINRA, Regional FGFOA Chapter meetings, FGFOA Career Seminars, Smith's National Investor Conference, Annual FGFOA Institute (School of Governmental Finance) and Special City conferences on topics ranging from "the Bond Issuance Process", "Best Practices in Debt Management", "Best Practices in Investment Management", "Planning and Capital Financing", to "Public-Private Partnership Financings." Jeff has also served as a member of the FGFOA Annual Conference Program Committee for over 20 years.

LCS COMPANY OVERVIEW

- Larson Consulting Services, LLC, is an Orlando, Florida-based full service financial advisory and consulting firm. As an SEC and MSRB regulated independent financial advisory firm, Larson Consulting offers a full menu of integrated financial advisory, project management support, economic development, consulting, project finance, and investment support services.
- The firm was established to provide a high level of value added client services. The Larson Consulting team provides expertise in a broad array of specialties including, but not limited to, infrastructure and redevelopment finance, debt refunding and restructurings, project financings, public private partnerships, investments support, healthcare, workforce and student housing, higher education, not-for-profit 501 (c) 3 projects, economic development, state and federal funding assistance, utility acquisitions, multi-family housing, land assemblage, charter school financing, and special districts and financial advisory services.
- Our senior public finance, analytical, valuation, development, and capital markets professionals average over a quarter century of experience and have enjoyed close working relationships with multiple clients including counties, cities, state authorities, special districts, community redevelopment authorities (CRA's), 501(c)3 not-for-profit institutions, private sector regional and national development companies, regional development consulting firms, utility authorities, school districts, private and not-for-profit foundations, health care institutions, universities, colleges, Fortune 1000 and middle market corporations. The firm's financial consultants and advisors have expertise in complex project financings, structuring public/private partnership projects, refunding and debt restructurings, bank placements, cash flow analysis, capital lease financings, competitive bond issues, investments, conventional fixed rate and variable rate debt financings, and synthetic structured finance products such as swaps, forwards, and swaptions.
- The Larson Consulting Team's professionals have successfully helped structure and close a wide range of corporate, structured finance and public finance transactions. These include a \$81 Million City Utility Acquisition Financing, five project COP and BAN financing issues for the University of Central Florida, Orlando totaling approximately \$250 Million, a \$900 million Foreign Receivables Securitization Financing for Lockheed Finance, a \$1 billion corporate acquisition by Gulfstream Aerospace, a competitively bid Medium Term Note financing for the City of Orlando, numerous Electric, Fiber Optic/ Telecommunications, Water, Wastewater and Gas Utility financings for the City of Leesburg, a credit enhanced taxable lower floater variable rate bond issue for the Miami Dolphins training facility at Nova/ Southeastern, an Interest Only Revolving Credit/ Term Loan Facility, a two phased Charter School financing for Sculptor Charter School, multiple CRA/ Tax Increment (TIF) financings, a cross currency interest rate swap for BellSouth, storm water assessment private placements, multiple Community Development District (CDD) financings, and a special assessment district, PPP Project financing for the City of Orange City, Florida in partnership with Volusia County, Volusia County Schools and a private developer.

The Larson Consulting Team of Professionals provide financing solutions for many types of clients in Florida, the Southeast, and across the country. We specialize in a number of practices in which we have significant experience. Our primary areas of focus include the following:

- Infrastructure Financings
- Investment Support Services
- Special Districts and Land Development
- Higher Education
- Resort Communities
- Housing Communities
- Housing Agencies
- CRA & TIF Improvement Districts
- Healthcare Finance
- Bond Anticipation Note (BAN) Financings
- Charter Schools and EFBD's
- Growth Management and Capital Planning
- Developer Project Negotiations
- Arbitrage Support
- Private Placements
- Banking Services RFP's
- Grant Anticipation Note (GAN) Financings
- Refunding and Debt Restructurings
- Workforce Housing
- Project Financings
- Utility Capital Financings
- Public Private Partnerships (PPP's)
- School Districts
- Financial and Project Feasibility Studies
- Project Consulting and Management Support Services
- Lease-Purchase Financings
- Valuation Services
- Alternative Energy Project Support
- Utility Acquisition Analysis
- Land Assemblage and Utilization
- Conduit Issue Support
- Financial Plan Modeling
- Continuing Disclosure Advisory Services
- State and Federal Grant Support
- Cash Flow Analysis
- Enterprise Unit Feasibility Analysis

- **Public Infrastructure Financing**

In many states, including the Florida, Texas, Georgia, Colorado and California, to name a few, municipalities, and other public entities rely on a wide array of public finance revenues other than ad valorem property taxes to finance either the new or replacement infrastructure needs. These include special assessments, user fees, sales taxes, excise or public service utility taxes, franchise fees, impact fees, tourist development or bed fees, and a wide variety of enterprise fund fees and revenues. Our experienced staff brings the demonstrated performance and capabilities to help identify the financing options and then recommend the lowest cost and most flexible financing vehicle available.

Project Financings – Public Private Partnerships (“PPP’s”)

There is an increasing amount of small, medium and large projects that are of strategic importance to the public sector that also lack either adequate capital or available annual net revenues necessary to fund these projects. This is especially true for those growing municipalities or institutions striving to meet its growth related utility or transportation related infrastructure or building needs, as well as many vital redevelopment areas that need attention. Our public finance team brings with it a vast amount of corporate banking, corporate finance structured and public finance experience that can construct a suitable Project Financing Plan for these projects. This often can involve a private-public partnership (“PPP”), or a public-public approach. Once the vision is understood and general objectives determined, the public sector can select, with LCS team assistance, a qualified Development Team on a turnkey basis to design, finance, construct, manage and even own the capital assets. New “enterprise” revenues or project revenues can be obtained that not only pay for the project’s annual debt service, but often can provide excess annual net cash flow for other public sector or institutional needs.

Utility Expansion and Utility Acquisition Services

In many states, including Florida, our team has developed an excellent track record of assisting local governments in the process of valuation, due diligence and acquisition financing of private water and wastewater utilities. We have also assisted many Florida communities in the expansion of their utility enterprises through refunding and new money capital issues, including the cities of Venice, Leesburg, Winter Park, Naples, Dunedin, Palm Bay, Punta Gorda, Deltona, Orlando, Winter Haven, Minneola, Winter Springs, Tamarac, Sebastian, Palatka, Brooksville, and St. Lucie County and the Okeechobee Utility Authority.

Special Assessment Districts/Community Development Districts/Educational Facility Benefit Districts

In many states, financing basic public infrastructures like water and sewer systems, educational facilities, road improvements and drainage, recreation and parks, and lighting for developing special districts can present significant marketing and structuring challenges. The Larson Consulting team employs unique, innovative approaches to credit enhancement and debt structuring. In many states like Florida, growth management laws continually evolve at the local and state level and therefore require a proactive approach to financing these utility, roads and school concurrency requirement. Our team of professionals has financed hundreds of projects from residential housing, roads, utility expansions to commercial developments.

Resort Communities

Our team has worked on, structured, and in many cases financed capital infrastructure and marina improvements for local governments in resort and recreation communities in the Orlando, Fort Pierce, Port St. Lucie, Fort Lauderdale, and Naples areas, to name a few. Our success with resort areas is due to our special understanding of financial and credit issues unique to tourist-oriented communities.

Housing Agencies

Larson Consulting can also assist a client with tax-exempt bond financing for multi-family housing, student housing, assisted living and senior housing projects. In addition, our senior team of professionals has broad experience in debt securitization for low-income housing and tax credit projects that include derivative product elements. Our team's clients have included governmental authorities, 501(c)(3) not-for-profit organizations, for-profit companies and partnerships.

Charter Schools

Although charter schools have emerged over the past decade as a viable alternative to education in public school districts, many charter schools face significant financial and operational challenges. Current federal, state and local initiatives have focused additional emphasis on insuring Florida has "choice" in school options. With our team's experience with Charter Schools in Florida and other States, we understand the legal and financial variables that allow charter schools to gain access to the tax-exempt capital markets.

These may include interim short-term bond anticipation financings, long-term bond financings related to School site land acquisitions and construction, private debt placements and lease purchase financings.

Lease-Purchase Financing

Lease-purchase agreements may take the form of both lease revenue bonds and certificates of participation and can be an increasing option for local and regional governments. They can be successfully utilized on project lease financings for universities, states, counties, correctional facilities, municipalities, water towers, technology centers and school districts.

Quantitative Financial Feasibility, Valuation and Project Finance Modeling Services

As a key part of our client value added support, the LCS team offers tailored government and institutional clients advisory and consultancy quantitative services. We help issuers negotiate the maze of financial, legal and regulatory issues posed by today's market, and advise clients on any type of project or method of sale, negotiated or public. Access to all major information services allows us to update clients on market trends and developments, and our analytical services help issuers pinpoint the most opportune time to enter the market. This is especially critical given the market turbulence since Summer 2008.

In addition to our Quantitative Team's analytical work on traditional new money and refunding issues, the status of the bank, credit enhancement and fixed income investor capital markets have enabled our firm to provide specifically designed and tailored quantitative services and modeling for various clients including, but not limited to:

- Land assemblage and mixed use, multi-phased development model for Florida municipalities in its Economic Development/ Redevelopment Areas;
- Utility Acquisition Valuation Modeling and Sensitivity Analysis
- Variable rate versus fixed rate financing options;
- Analysis of Current Interest Rate Derivative and Structured Finance programs;
- Financial Feasibility Model for Electric Utility, in conjunction with Federal and State grants;
- Housing Redevelopment Program Modeling in conjunction with Bond Anticipation Note ("BAN"), State, CDBG, and HUD grants;
- Project Finance Plan development for sports venue and retail project for major Florida University
- Water and Wastewater Modeling incorporating interim financing, State Revolving Fund Loan options, and long term bond financings
- Charter School expansion feasibility model;
- Review of General Aviation Airport Business Development Plan and Debt Capacity Analysis;
- Feasibility of Telecommunications/ Fiber Optic Municipal Utility's expansion program



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 1, 2016

AGENDA ITEM:	Approve BESH Engineering Proposal/Agreement
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CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
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PREPARED BY:	James Huish, Public Services Director
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DATE:	January 15, 2016
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BACKGROUND:

The Public Services Utilities Division is requesting approval of the Engineering Proposal/Agreement for the design of Eagle Ridge Phase III Reclaimed Pipeline Project in the amount of \$326,880.00 submitted by BESH. Funding for this design is available in the Reclaimed Water Budget.

STAFF RECOMMENDATION: Approve proposal/agreement

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



VIA EMAIL james.huish@groveland-fl.gov
January 18, 2016

James Huish
Director of Public Services
City of Groveland
1198 Sampey Road
Groveland, Florida 34736

**RE: PROPOSAL/AGREEMENT FOR CITY OF GROVELAND - EAGLE RIDGE PHASE III
RECLAIMED PROJECT- REVISED**

Dear Mr. Huish:

Enclosed please find our proposal for civil engineering and surveying services necessary to complete the above-referenced project, as requested. Please be sure to initial Pages 7-11, sign Page 12, and complete Page 13 for billing purposes.

As per your email dated January 15, 2016, changes to the Terms and Conditions of the Contract have been made. We have reviewed the City Attorney's concerns with our attorney, Gary Summers, Esq., and have made most of the changes requested. In the section for Limitation of Liability, we have removed the last sentence which limits the damages to the contract price, as requested. Also, the last item, Statement Regarding Design Professionals needs to remain. As stated in the City Attorney's email, BESH does indeed provide Professional Liability (Errors and Omissions) Insurance, in the amount of \$2,000,000.00. The City of Groveland is a named additional insured on this policy (attached), and the statement found in this section of our Contract only applies to personal liability to individuals, not BESH as a corporation. This section is standard Professional Engineer language recommended by the American Society of Civil Engineers and the Florida Engineering Society, and is necessary to protect our employees.

Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,
BOOTH, ERN, STRAUGHAN & HIOTT, INC.

Robert A. Ern, Jr., P.E.
Principal
ern@besandh.com
RAE:ml

Enclosure

Cc: Carrie King, BESH (via email)

H:\Melanie\WordPerfect\Rob\Proposal\City of Groveland\Eagle Ridge Phase III\BESH revised Proposal Submittal Letter 1-18-16.wpd

ENGINEERS ♦ SURVEYORS ♦ LAND PLANNERS
902 North Sinclair Avenue ♦ Tavares, Florida 32778
Phone: 352.343.8481 ♦ Fax: 352.343.8495
E-Mail: Info@besandh.com ♦ www.besandh.com

**CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT
FOR
CITY OF GROVELAND
EAGLE RIDGE PHASE III RECLAIMED PROJECT
LAKE COUNTY, FLORIDA**

ENGINEERS:

Robert A. Ern, Jr., P.E., Principal
BOOTH, ERN, STRAUGHAN & HIOTT, INC.
902 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax
ern@besandh.com

CLIENT:

James Huish, Director of Public Serv.
CITY OF GROVELAND
1198 Sampey Road
Groveland, Florida 34736
(352) 429-0227 - Phone
james.huish@groveland-fl.gov

PROJECT: EAGLE RIDGE PHASE III RECLAIMED PROJECT
CLIENT: CITY OF GROVELAND
DATE: January 11, 2016, revised January 18, 2016

CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT

PROJECT UNDERSTANDING AND SCOPE:

Booth, Ern, Straughan & Hiott, Inc. (BESH), is pleased to submit this proposal to the City of Groveland for utility locating, route survey, final design, permitting, project bidding and construction management for the City of Groveland Eagle Ridge Phase III Reclaimed Project. BESH understands that the Client intends to construct a new reclaimed water main to connect the Sunshine WWTP to the Sampey Road WWTP, in order to transfer reclaimed water from facility to facility as needed. BESH also understands that new pumping facilities will need to be constructed at each facility. The proposed route is approximately 41,000 LF from facility to facility. The specific tasks required to complete this project are as follows:

TASK 001 UNDERGROUND UTILITY LOCATES

BESH shall contract with Precise Locating Services, Inc., to obtain underground utility locates along the proposed project routes. Roadways include Sampey Road, Phelps Street and State Road 19. Preliminary investigations shall be conducted to determine the best side of SR19 to run the proposed utility based upon the locations of existing utilities within this r/w. Once a determination is made, the utility locates shall only be conducted on one side of SR19. Based upon initial investigations already conducted, it appears that the west side of SR19 will be the preferred location for the installation of the line. Utility locates shall be provided from r/w to r/w on both Phelps Street and Sampey Road, for an approximate total length of 41,000 LF.

FEE: \$76,320.00

TASK 002 SPECIFIC PURPOSE SURVEY

BESH shall utilize the information provided above in Task 001 by Precise Locating to Services, Inc., to conduct a route survey of the proposed routes listed above. BESH shall establish rights-of-way, and shall survey $\frac{1}{2}$ of the SR19 r/w, from edge of roadway to edge of r/w, as well as the entire r/w of Phelps Street and Sampey Road. In addition, BESH shall locate all existing above and below-grade utility improvements along all proposed routes. Estimated total length of route survey, as listed above is 41,000 LF. Survey will also locate all required soil boring locations and elevations.

FEE: \$94,250.00

PROJECT: EAGLE RIDGE PHASE III RECLAIMED PROJECT
CLIENT: CITY OF GROVELAND
DATE: January 11, 2016, revised January 18, 2016

TASK 003 RECLAIMED WATERLINE DESIGN

BESH shall prepare final engineering drawings for the proposed reclaimed water mains along the routes described above. Utility lines shall be designed to meet all FDEP, FDOT and City of Groveland design requirements.

FEE: \$44,800.00

TASK 004 HYDRAULIC MODEL

BESH shall prepare a simple hydraulic model to determine the sizing of the proposed reclaimed waterline, as well as to provide for sizing of the transfer pumps at each facility.

FEE: \$5,200.00

TASK 005 PUMP STATION DESIGN

BESH shall prepare design plans for pumping facilities at both the Sampey Road WWTP and the Sunshine WWTP to allow for the transfer of reclaimed water from one facility to the other. It is anticipated that the pump stations shall consist of a single pump at each facility, operated at constant speed, as necessary to transfer water from one facility to the other as manually directed by the operator. The pump at the Sunshine WWTP shall be a split-case horizontal pump, and the pump at the Sampey Road WWTP shall be a vertical turbine can pump. The anticipated flow rate for the pumps shall be 500 gpm each.

FEE: \$14,400.00

TASK 006 UTILITY PERMITTING

BESH shall prepare the required permit applications and make submittal to the following agencies as necessary to properly permit the utility extensions:

1. Prepare one FDEP minor modification permit application for the Sunshine WWTP. The permit modification for the Sampey Road WWTP shall be conducted as part of that plant renewal, under separate contract.
2. Prepare the Lake County Right-of-Way Utilization Permit Application for Sampey Road.
3. Prepare the FDOT Right-of-Way Utilization Permit Application for SR19.

FEE: \$13,600.00

PROJECT: EAGLE RIDGE PHASE III RECLAIMED PROJECT
CLIENT: CITY OF GROVELAND
DATE: January 11, 2016, revised January 18, 2016

TASK 007 CONSTRUCTION BID DOCUMENTS

Services to include preparation of construction contract bid documents and specifications. Booth, Ern, Straughan & Hiott, Inc., shall coordinate with all qualified bidders during bid process and prepare final bid evaluations with recommendations to client. Booth, Ern, Straughan & Hiott, Inc., shall also prepare final contract documents between Owner and Contractor.

FEE: \$9,600.00

TASK 008 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phase. These services shall include project scheduling with all regulatory agencies and public utility companies during the design and permitting phase of the project.

FEE: \$5,000.00

TASK 009 ELECTRICAL ENGINEERING DESIGN

BESH shall contract with Bailey Engineering Consultants, Inc., to provide electrical engineering design services for the pump stations located at each facility. Bailey Engineering Consultants shall also provide for integration of the controls for the pump station operations into the existing control systems.

FEE: \$7,925.00

TASK 010 GEOTECHNICAL INVESTIGATIONS

BESH shall contract with Andreyev Engineering, Inc., to conduct the FDOT required geotechnical investigations necessary to permit the two anticipated directional bore crossings of State Road 19, as well as the directional bore crossing of the Ocklawaha River.

FEE: \$11,575.00

TASK 011 CONSTRUCTION ADMINISTRATION SERVICES - BESH

Booth, Ern, Straughan & Hiott, Inc., will advise and consult with Owner and act as its representative during construction. Booth, Ern, Straughan & Hiott, Inc., will make regular visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. Booth, Ern, Straughan & Hiott, Inc., will review and approve shop

PROJECT: EAGLE RIDGE PHASE III RECLAIMED PROJECT
CLIENT: CITY OF GROVELAND
DATE: January 11, 2016, revised January 18, 2016

drawings, results of tests and inspections and other data that the contractor is required to submit.

Based upon the on-site observations and signed/sealed survey as-builts to be provided by Contractor, Booth, Ern, Straughan & Hiott, Inc., shall prepare and submit certifications of completions to the following State and local agencies as required:

1. City of Groveland
2. Florida Department of Environmental Protection.
3. Lake County Public Works
4. Florida Department of Transportation

FEE: \$34,560.00

TASK 012 CONSTRUCTION ADMINISTRATION SERVICES, BEC

BESH shall contract with Bailey Engineering Consultants, Inc., to provide construction oversight on all electrical and controls related improvements.

FEE: \$4,650.00

TASK 999 REIMBURSABLES

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc, shall be billed at the rates shown in the attached Rate Schedule, or at cost.

FEE: \$5,000.00

PROJECT: EAGLE RIDGE PHASE III RECLAIMED PROJECT
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SUMMARY

TASK	AMOUNT
TASK 001	\$ 76,320.00
TASK 002	\$ 94,250.00
TASK 003	\$ 44,800.00
TASK 004	\$ 5,200.00
TASK 005	\$ 14,400.00
TASK 006	\$ 13,600.00
TASK 007	\$ 9,600.00
TASK 008	\$ 5,000.00
TASK 009	\$ 7,925.00
TASK 010	\$ 11,575.00
TASK 011	\$ 34,560.00
TASK 012	\$ 4,650.00
TASK 999	\$ 5,000.00
TOTAL	\$ 326,880.00

NOTE: THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

1. Application Fees for submittal to regulatory agencies.
2. Environmental Assessments
3. Right-of-way and/or easement acquisition services (all proposed improvements anticipated to be installed within existing rights-of-way)
4. Sketch/legals for utility easements or r/w acquisition.

PROJECT: EAGLE RIDGE PHASE III RECLAIMED PROJECT
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**HOURLY RATE SCHEDULE
(2016)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL ENGINEER	\$135.00/HOUR
PROJECT ENGINEER	\$115.00/HOUR
ENGINEER TECHNICIAN I	\$100.00/HOUR
ENGINEER TECHNICIAN II	\$80.00/HOUR
BUILDING INSPECTOR	\$65.00/HOUR
CONSTRUCTION ENGINEER	\$90.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL SURVEYOR	\$115.00/HOUR
3 MAN FIELD CREW	\$150.00/HOUR
2 MAN FIELD CREW	\$130.00/HOUR
SURVEY TECHNICIAN I	\$100.00/HOUR
SURVEY TECHNICIAN II	\$80.00/HOUR
SURVEY TECHNICIAN III	\$35.00/HOUR
TITLE RESEARCHER	\$115.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

PROJECT: EAGLE RIDGE PHASE III RECLAIMED PROJECT
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All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....\$1.25
24 x 36.....\$2.50

Color Copies

11 x 17.....\$2.00
24 x 36.....\$6.00

Black & White Copies

8 ½ x 11.....\$0.10
8 ½ x 14.....\$0.10
11 x 17.....\$0.20

Color Copies

8 ½ x 11.....\$0.25
8 ½ x 14.....\$0.25
11 x 17.....\$0.45

Other Printing Services

24 x 36 Mylar.....\$12.00
24 x 36 Photo Paper, Color..... \$36.00
24 x 36 Foam Board.....\$30.00

Other Services

Fax/Scan.....\$0.05/Page
Postage (Fed-Ex, Certified Mail, Etc)...@ cost
Concrete Monuments..... \$11.00
Rebar..... \$2.00
Mileage (T/M Projects Only)..... \$0.59

PROJECT: EAGLE RIDGE PHASE III RECLAIMED PROJECT
CLIENT: CITY OF GROVELAND
DATE: January 11, 2016, revised January 18, 2016

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of The City of Groveland ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. TERMINATION:

If for any cause, a party shall default in the performance of any of the material covenants, agreements, terms, conditions or stipulations of this Agreement and shall fail to cure such default within ten (10) calendar days after receiving written notice of such default from the non-defaulting party, the non-defaulting party will thereupon have the right to terminate this Agreement upon providing the defaulting party no less than thirty (30) calendar days prior to the effective date of termination written notice of its intent to terminate (such thirty calendar day period to commence upon the defaulting party's receipt of such notice).

C. DOCUMENTS:

ENGINEERING DOCUMENTS

All original drawings, computations, details, design calculations, and electronic media that result from engineering services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed construction plans, pdf files and AutoCad files will be issued to the Client as needed for permitting, bidding and construction. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. If payment for services is not received in accordance with Section II.(C)(Payment) of this Agreement, BESH reserves the right not to release any documents until payment is made current.

SURVEYING DOCUMENTS

All original drawings, computations, details, design calculations, field notes, and electronic media that result from surveying services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed surveys may be obtained for a period of time up to ninety (90) days after issuance of the survey, and certifications may be revised during that same period of time for a fee of \$50.00 for each revision. Upon payment in full for services completed, and within the same period of ninety (90) days, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. After ninety (90) days and within one hundred eighty (180) days following issuance of the survey, BESH will revise certifications and will visually inspect the subject property for the purpose of reissuing a signed and sealed survey, charging its then-current hourly rates for performing said services and reissuing the survey.

PROJECT: EAGLE RIDGE PHASE III RECLAIMED PROJECT
CLIENT: CITY OF GROVELAND
DATE: January 11, 2016, revised January 18, 2016

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all additional services requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client and BESH must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services and Client is required to pay for the revised scope of services.

PROJECT: EAGLE RIDGE PHASE III RECLAIMED PROJECT
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B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerals, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Payment shall be made in accordance with the Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

PROJECT: EAGLE RIDGE PHASE III RECLAIMED PROJECT
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B. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL BESH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LIQUIDATED DAMAGES, DELAYS, LOSS OF PRODUCTIVITY, INEFFICIENCY, LOSS OF GOOD WILL, OR ANY OTHER DAMAGES WHICH ARE SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL.

C. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supercedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on either party unless made in writing and duly executed by an authorized representative of the parties.

D. WAIVER:

The failure of either party to enforce any provision of this Agreement or to exercise any right accruing through the default of the other party hereunder, shall not constitute a waiver of any other rights of the party with respect to this Agreement.

E. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not. In the event that Client retains the services of an attorney to enforce the terms of the Agreement, Client shall be entitled to recover from BESH all fees and costs incurred with said attorney, whether suit is brought or not.

F. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

G. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

PROJECT: EAGLE RIDGE PHASE III RECLAIMED PROJECT
CLIENT: CITY OF GROVELAND
DATE: January 11, 2016, revised January 18, 2016

**H. STATEMENT REGARDING DESIGN PROFESSIONALS
(ABSENCE OF LIABILITY).**

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS PURSUANT TO THIS AGREEMENT.

INIT.

PROJECT: EAGLE RIDGE PHASE III RECLAIMED PROJECT
CLIENT: CITY OF GROVELAND
DATE: January 11, 2016, revised January 18, 2016

AUTHORIZATION TO PROCEED

**PROPOSAL FOR ENGINEERING & PERMITTING SERVICES
AS DESCRIBED IN THE ATTACHED PROPOSAL**

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount: \$ _____

THIS PROPOSAL/AGREEMENT ACCEPTED THIS _____ DAY OF _____, 2016.

Booth, Ern, Straughan & Hiott, Inc.

Client

Signature



Signature

By:

Robert A. Ern, Jr., P.E.

By:

Title:

Principal

Title:



CERTIFICATE OF LIABILITY INSURANCE

BOOTERN-01 SUECARLSON

DATE (MM/DD/YYYY)

1/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Merrill Insurance Florida 1209 N. Donnelly Street Mount Dora, FL 32757	CONTACT NAME: Sue Carlson	
	PHONE (A/C, No, Ext): (352) 383-4147 FAX (A/C, No): (352) 383-8764	
INSURED Booth, Ern, Straughan & Hiott, Inc. 902 N. Sinclair Ave Tavares, FL 32778	E-MAIL ADDRESS: askme@merrillinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Addison Insurance Company	NAIC # 10324
	INSURER B: Foremost Insurance Company	11185
	INSURER C: Landmark American Insurance Co	33138
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		60350641	08/01/2015	08/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		60350641	08/01/2015	08/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000		60350641	08/01/2015	08/01/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC003043389	08/01/2016	08/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab		LHR752523	08/01/2015	08/01/2016	Professional Liab 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Groveland
156 S Lake Avenue
Groveland, FL 34736

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 1, 2016

AGENDA ITEM:	Reappoint RAC members whose terms have expired
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CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
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PREPARED BY:	Rebekah Morgan
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DATE:	January 20, 2016
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BACKGROUND: The 3-year term limits for the Recreation Advisory Committee seats for David Badillo and Margie Jones have expired. Both David Badillo and Margie Jones expressed their intent to remain on the RAC.

RAC RECOMMENDATION:	The Recreation Advisory Committee recommends that City Council re-appoint both David Badillo and Margie Jones to the Recreation Advisory Committee.
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REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with @ future, watch us grow!"



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 1, 2016

AGENDA ITEM: Award of audit services

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Gwen Walker, Finance Director

DATE: January 22, 2016

BACKGROUND:

The City issued a Request for Proposal for audit services in October 2015. We received two very competitive proposals. It is hereby recommended that the Council award McDirmit Davis & Company, LLC the opportunity to provide audit services to the City. Their engagement letter is included in the agenda packet for your review and approval. The cost of audit services is \$29,200 per year for the fiscal years ending September 2015, 2016 and 2017.

STAFF RECOMMENDATION: Award audit services to McDirmit Davis & Company, LLC
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REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

MCDIRMIT DAVIS

CERTIFIED PUBLIC ACCOUNTANTS AND ADVISORS

January 15, 2016

City of Groveland, Florida
156 S. Lake Avenue
Groveland, Florida 34736

The following represents our understanding of the services we will provide the *City of Groveland, Florida*.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, and the major funds of the *City of Groveland, Florida*, as of September 30, 2015, 2016, and 2017, and for the years then ended and the related notes to the financial statements, which collectively comprise the *City of Groveland, Florida's* basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America require that management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

a. Management's Discussion and Analysis

Supplementary information other than RSI will accompany *City of Groveland, Florida's* basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Combining and individual fund financial statements

The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

MCDIRMIT DAVIS & COMPANY, LLC

934 N. MAGNOLIA AVENUE, SUITE 100 ORLANDO, FLORIDA 32803

TELEPHONE: 407-843-5406 FAX: 407-649-9339 EMAIL: INFO@MCDIRMITDAVIS.COM

MEMBERS: PRIVATE COMPANIES PRACTICE SECTION AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and, in accordance with *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of *City of Groveland, Florida's* compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
- f. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.

Management Responsibilities (Continued)

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of the City of Groveland, Florida's basic financial statements. Our report will be addressed to the governing body of City of Groveland, Florida. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

	<i>Begin</i>	<i>Complete</i>
Document internal control and preliminary tests	April 11, 2016	April 13, 2016
Mail confirmations	March 15, 2016	March 15, 2016
Perform year-end audit procedures	April 11, 2016	April 20, 2016
Issue audit report	May 15, 2016	May 15, 2016

Provisions of Engagement Administration, Timing and Fees (Continued)

With respect to any nonattest services we perform, such as drafting financial statements, the City of Groveland, Florida's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are considered non-audit service.

Kelly Leary is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising McDirmit Davis's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services described in this letter will be as follows, inclusive of all costs and out-of pocket expenses, unless the scope of the engagement is changed, the assistance that City of Groveland, Florida has agreed to furnish is not provide, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding.

<u>Fiscal Year End</u>	<u>Audit Fee</u>
September 30, 2015	\$29,200
September 30, 2016	\$29,200
September 30, 2017	\$29,200

If the City is required to have a Single Audit, the additional fee will be \$4,840 for any of the years it is required. The Request for Proposal also included options to renew for years ending September 30, 2018 and 2019. If that option is exercised, the audit fee will be discussed and agreed to before the audit starts.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report. In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Provisions of Engagement Administration, Timing and Fees (Continued)

The audit documentation for this engagement is the property of McDirmit Davis and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McDirmit Davis's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,

McDIRMIT DAVIS & COMPANY, LLC



Kelly D. Leary, C.P.A.

RESPONSE:

This letter correctly sets forth the understanding of the *City of Groveland, Florida*.

By

Title

Date



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 1, 2016

AGENDA ITEM: Indemnification Agreement

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
--

PREPARED BY: Ryan Berger, Community Development Director

DATE: January 26, 2016

BACKGROUND:

The Cypress Lake Reserve project is a residential development with 737 units located near Max Hooks Road and Motevista Road.

The total project is 486.53 acres as follows:

60% Open Space: 293.35

- Wetlands: 189.68
- Park Land: 9.28
- 50' Wetland Buffer: 6.08
- 20' Landscape Buffer: 5.81
- 50' R/W Green Area: 9.04
- Cul-de-Sac Green Area: 0.19
- Dedicated R/W CR565A: 0.69
- Open Space/Retention: 72.58

Park Facilities: 3.93

Navigable Waterways: 29.22

Residential: 160.03

The lots are as follows:

65' X 170': 172 Lots

50' X 120': 317 Lots

4 Plex: 26 for a total of 104 units

6 Plex: 26 for a total of 144 units

Total: 737 units.

"The city with @ future, watch us grow!"

Project Overview:

In 1996 the City of Groveland entered into a mediation and stipulated settlement agreement related to the development densities of the green swamp. This agreement identified parcels of land that would be exempt from the 1 unit per 5 acres of density cap within the Green Swamp.

One of these parcels was the Cypress Lake Reserve f/k/a Montevista Farms (previously called Hearthstone and "Banyan's tract"). The settlement agreement stated that this land would receive the Future Land Use designation determined through an administration hearing with the Department of Community Affairs (DOAH Docket NO. 04-003651GM).

The administrative hearing permitted 2 units per acre through a Future Land Use designation of Green Swamp Single Family Rural.

In October of 2015 the applicant came to the City requesting a Future Land Use change to Green Swamp Single Family Low Density. This change would have permitted 4 units per acre – double then permitted through the settlement agreement.

Because of the sensitivity related to densities within the green swamp and the past settlement agreement the applicant and the City worked together to reduce the density of the project by increasing some of the lot sizes from 50' x 170' to 65 x 170' and increasing the open space from 53% to 60%.

The applicant is now requesting a site specific density of 2.8 units per acre.

In order to move this project forward staff is presenting a total of five action items. Together they will hold the City harmless to any potential damages related to settlement agreement, clarify Groveland's comprehensive plan related to density requirements within the Green Swamp, change the way wetlands are counted towards open space, amend the future land use and designate the zoning.

1. Indemnification Agreement:

The City has expressed concern that an increase in the density in developing the Property may be challenged by parties to the Lake County Litigation and/or by the Department of Economic Opportunity. The City does not wish to expend public funds in the event litigation arises from any objections occurring as a result of approving an increased density. As a solution the applicant is willing to indemnify the City and hold the City harmless from any and all challenges which result should the City Council approve transmittal and/or adoption of the proposed comprehensive plan amendment or any variation thereof, arising out of the Lake County Litigation or DOAH Challenge, subject to the terms and conditions of this Agreement.

If City Council approves the indemnification agreement Ordinance 2015-01-03 may be transmitted to the State of Florida.

"The city with @ future, watch us grow!"

2. **Ordinance 2016-01-01:** *Providing clarity within Groveland's Comprehensive Plan related to properties within the Green Swamp.*

Certain properties were identified through the settlement agreement to be developed at a higher density than 1 unit per 5 acres. This Comprehensive Plan amendment excludes these parcels from that requirement for clarity.

3. **Ordinance 2016-01-02:** *Increasing the amount of wetlands counted towards open space within the Green Swamp from 50% to 100%.*

The Cypress Reserve Plan as presented counts 100% of the wetlands towards the 60% open space requirement. Groveland's Comprehensive Plan only allows 50% of wetlands to be counted, however the State of Florida allows 100%. This Comprehensive Plan Amendment changes the City of Groveland regulations to match the State of Florida within the Green Swamp.

4. **Ordinance 2016-01-03:** *Increasing the density of the Cypress Lake Reserve project from the 2 units per acre permitted through the settlement agreement to 2.8 units per acre.*

This ordinance changes the Future Land Use designation from Green Swamp Single Family Rural and Conservation to Green Swamp Single Family Low Density and Conservation with a maximum density of 2.8 units per acre.

5. **Ordinance 2016-01-04:** *Designating the zoning through a Planned Unit Development.*

This ordinance designates the zoning of the project. The setbacks are as follows:

Single Family Detached & Townhome

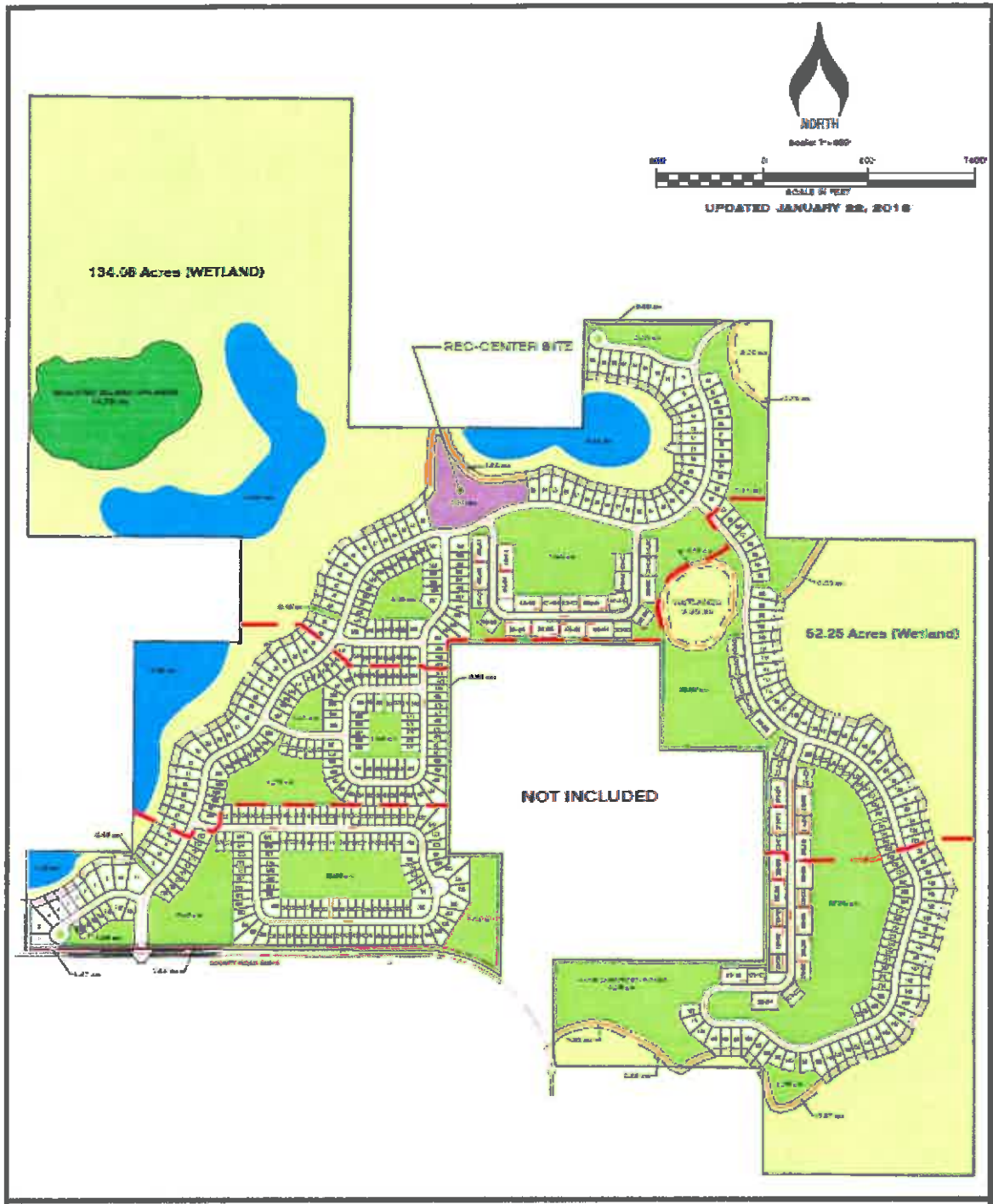
Front:	Fifteen feet (15')
Rear:	Ten feet (10')
Accessory Structure:	Five feet (5')
Side:	Five feet (5')

A range of side setbacks shall be provided in order to create diversity and flexibility. Corner lots shall have a street side setback of ten feet (10'). Minimum building separation between townhome building will be ten feet (10').

The minimum dwelling size for a single family home is 1,300 square feet. Townhomes will have a minimum of 1,000 square feet.

The developer has not varied from the front porch or recessed garage requirements. Groveland's building diversity requirements are also maintained.

"The city with @ future, watch us grow!"



"The city with a future, watch us grow!"

Indemnification Agreement:

The City has expressed concern that an increase in the density in developing the Property may be challenged by parties to the Lake County Litigation and/or by the Department of Economic Opportunity. The City does not wish to expend public funds in the event litigation arises from any objections occurring as a result of approving an increased density. As a solution the applicant is willing to indemnify the City and hold the City harmless from any and all challenges which result should the City Council approve transmittal and/or adoption of the proposed comprehensive plan amendment or any variation thereof, arising out of the Lake County Litigation or DOAH Challenge, subject to the terms and conditions of this Agreement.

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (this "Agreement") is made and entered into on this _____ day of January, 2016, by and between the City of Groveland, Florida, a municipal corporation, hereinafter referred to as the "City", and Montevista Farms LLC ("Montevista").

RECITALS

WHEREAS, Montevista owns in fee simple certain real property in Lake County, Florida, more particularly described in Exhibit A attached hereto and incorporated herein (hereafter referred to as the "Property");

WHEREAS, the City approved a Comprehensive Plan Amendment relating to the Property which was challenged by the Department of Community Affairs in DOAH Docket No. 04-003651 (the "DOAH Challenge")

WHEREAS, Gipson P. Sloan ("Mr. Sloan") and Citizens Coalition of Lake County, Florida Inc. ("Coalition") sponsored a proposed charter amendment which was placed on the ballot and approved by a majority of the electors of the City which limited residential development in the Green Swamp Area of Critical State Corner to a net density of no greater than one unit per five acres; and

WHEREAS, the owner of the Property filed litigation in Lake County Case No. 04-CA-2842 challenging the applicability of the charter amendment to the Property as well as six other properties (the "Lake County Litigation"); and

WHEREAS, the parties to the Lake County Litigation entered into a Mediation and Stipulated Settlement Agreement; and

WHEREAS, following an administrative hearing in the DOAH Challenge, the comprehensive plan amendment was upheld, and thereafter in Ordinance 2006-08-74 the City zoned the Property as a residential PUD which expired, after multiple extensions, on August 21, 2013;

WHEREAS, on October 5, 2012, Montevista purchased the Property; and

WHEREAS, October 13, 2015, after further meetings and discussions with City staff, Montevista provided its latest submittal, a Revised Comprehensive Plan Amendment and Revised PUD Amendment application package to the City relating to the Property; and

WHEREAS, the City has expressed concern that an increase in the density in developing the Property may be challenged by parties to the Lake County Litigation and/or by the Department of Economic Opportunity, and the City does not wish to expend public funds in the event litigation arises from any objections occurring as a result of approving an increased density; and

WHEREAS, in an effort to alleviate the concerns of the City Montevista is willing to indemnify the City and hold the City harmless from any and all challenges which result should the City Council approve transmittal and/or adoption of the proposed comprehensive plan amendment

or any variation thereof, arising out of the Lake County Litigation or DOAH Challenge, subject to the terms and conditions of this Agreement. .

NOW THEREFORE, in consideration of the premises and the covenants and conditions contained herein,

1. **Indemnity** - Montevista hereby agrees to indemnify and hold harmless the City ("Indemnified Party") from and against attorneys' fees ("Losses") that are incurred by Indemnified Party arising out of any legal challenge brought by the Parties to that certain Mediation and Stipulation Settlement Agreement (attached as Exhibit A) alleging breach of that Agreement or DOAH Challenge in connection with the City's approval of the Comprehensive Plan as amended and PUD as amended (collectively, "Indemnified Claim").

2. **Indemnification Procedures.**

(a) *Notice of Third-party Claims.* The Indemnified Party shall give Montevista written notice (a "**Claim Notice**") of any Indemnified Claim on which Indemnified Party intends to base a request for indemnification under Section 1. Each Claim Notice must contain a reasonable description of the claim or challenge. Within seven (7) calendar days after receipt by the Indemnified Party, the Indemnified Party shall furnish to Montevista copies of all papers and official documents received in respect of any Indemnified Claim.

(b) *Montevista's Control of Defense.* Montevista will assume control of the defense, appeal, or settlement of any Indemnified Claim that is reasonably likely to give rise to an indemnification claim under Section 2 by sending written notice of the assumption to Indemnified Party on or before seven (7) calendar days after receipt of a Claim Notice to acknowledge responsibility for the defense of such Indemnified Claim and undertake, conduct and control, through reputable independent counsel of its own choosing.

(c) *Indemnified Parties' Obligations With Respect to Montevista's Control of Defense.* If Montevista assumes control of the defense pursuant to Section 2(b), the Indemnified Party:

(i) shall fully cooperate with Montevista and its retained counsel in connection therewith, and

(ii) may employ, at any time, separate counsel to represent the Indemnified Party; *provided, however*, that such Indemnified Party is solely responsible for the expenses of any such separate counsel.

(d) *Settlement of Indemnified Claims by Montevista.* Montevista shall give prompt written notice to the Indemnified Party of any proposed settlement of a Indemnified Claim. Montevista may not, without the prior written consent of Indemnified Party, settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise or consent:

(i) includes an unconditional release of the Indemnified Party from all liability arising out of such claim;

(ii) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of any Indemnified Party; and

(iii) does not contain any equitable order, judgment or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains or interferes with the legal obligations of the Indemnified Party to its residents.

(e) *Settlement of Indemnified Claims by Indemnified Party.* An Indemnified Party may not settle or compromise any claim or consent to the entry of any judgment with respect to which it is seeking indemnification hereunder without the prior written consent of Montevista, unless:

(i) the Indemnified Claim is one for which an Indemnified Party properly gave Montevista a Claim Notice pursuant to Section 2(a), and Montevista failed to assume the defense or refuses to defend the Indemnified Claim pursuant to Section 2(b); or

(ii) such settlement, compromise or consent:

(A) does not contain any monetary damages, settlement, interest, awards, costs, or expenses, including but not limited to attorneys' fees and costs;

(B) includes an unconditional release of Montevista from all liability arising out of such claim;

(C) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of Montevista; and

(D) does not contain any equitable order, judgment, or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains, or interferes with the business of Montevista.

3. **Term of Indemnification Agreement**

(a) The time period to which this Agreement is in force is 3 years from date of execution.

4. **Notices.** All notices, requests, claims, demands, waivers and other communications hereunder shall be in writing and shall be delivered prepaid by hand or prepaid overnight courier service (each with written confirmation of receipt), and shall be effective and deemed to have been given (i) when delivered, if personally delivered and (ii) on the next business day after dispatch, if sent postage pre-paid by nationally recognized overnight courier guaranteeing next business day delivery, in each case at the following addresses (or to such other address as a party may have specified by notice given to the other party pursuant to this provision):

If to Montevista:

Akerman LLP
Attn: Cecelia Bonifay, Esq.
420 S. Orange Ave., Suite 1200

Orlando, FL 32801
Email: cecelia.bonifay@akerman.com

If to the Indemnified Parties:

Attn: _____
Email: _____

5. **Miscellaneous.** This Agreement constitutes the entire Agreement between the parties with respect to its subject matter and supersedes any prior understandings, agreements, representations or warranties by or among the parties, written or oral, to the extent they relate to the subject matter hereof. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Jurisdiction and venue for any legal proceedings arising out of this Agreement shall exclusively lie in the state and federal courts situated in Orange County, Florida. The signatory to this Agreement warrants that he or she has full and binding authority to make the commitments contained herein on behalf of himself, herself or the entity on behalf of which he or she is signing. In the event of any legal action or other proceeding arising under, related to, or for enforcement of this Settlement Agreement, the prevailing party shall be entitled to recover such party's reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recover all attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to such prevailing party.



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 1, 2016

AGENDA ITEM: Ordinance 2016-01-01
--

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
--

PREPARED BY: Ryan Berger, Community Development Director

DATE: January 26, 2016

BACKGROUND:

The Cypress Lake Reserve project is a residential development with 737 units located near Max Hooks Road and Motevista Road.

The total project is 486.53 acres as follows:

60% Open Space: 293.35

- Wetlands: 189.68
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Total: 737 units.

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Project Overview:

In 1996 the City of Groveland entered into a mediation and stipulated settlement agreement related to the development densities of the green swamp. This agreement identified parcels of land that would be exempt from the 1 unit per 5 acres of density cap within the Green Swamp.

One of these parcels was the Cypress Lake Reserve f/k/a Montevista Farms (previously called Hearthstone and "Banyan's tract"). The settlement agreement stated that this land would receive the Future Land Use designation determined through an administration hearing with the Department of Community Affairs (DOAH Docket NO. 04-003651GM).

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The applicant is now requesting a site specific density of 2.8 units per acre.

In order to move this project forward staff is presenting a total of five action items. Together they will hold the City harmless to any potential damages related to settlement agreement, clarify Groveland's comprehensive plan related to density requirements within the Green Swamp, change the way wetlands are counted towards open space, amend the future land use and designate the zoning.

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If City Council approves the indemnification agreement Ordinance 2015-01-03 may be transmitted to the State of Florida.

"The city with a future, watch us grow"

2. **Ordinance 2016-01-01:** *Providing clarity within Groveland's Comprehensive Plan related to properties within the Green Swamp.*

Certain properties were identified through the settlement agreement to be developed at a higher density than 1 unit per 5 acres. This Comprehensive Plan amendment excludes these parcels from that requirement for clarity.

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4. **Ordinance 2016-01-03:** *Increasing the density of the Cypress Lake Reserve project from the 2 units per acre permitted through the settlement agreement to 2.8 units per acre.*

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This ordinance designates the zoning of the project. The setbacks are as follows:

Single Family Detached & Townhome

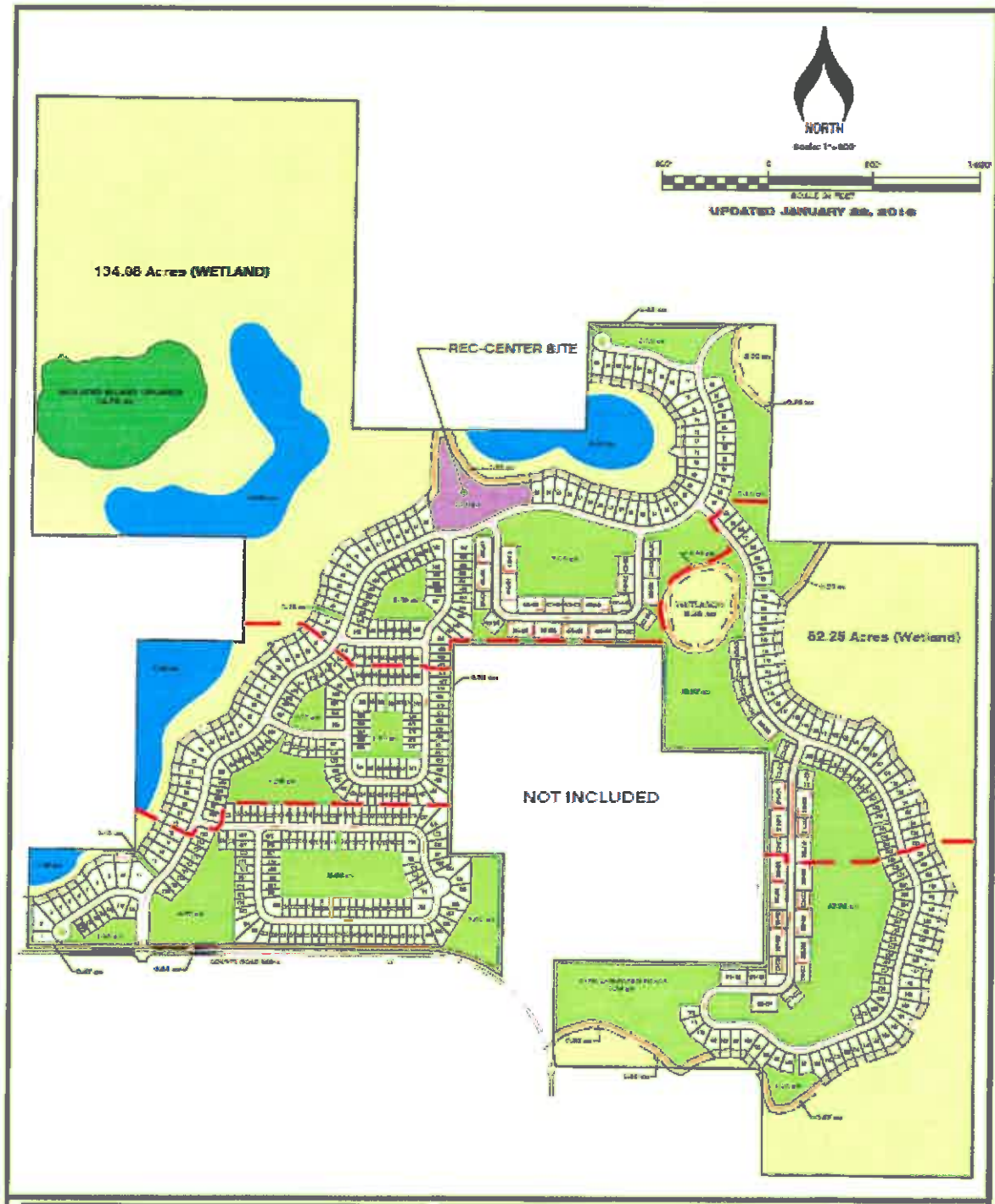
Front:	Fifteen feet (15')
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Accessory Structure:	Five feet (5')
Side:	Five feet (5')

A range of side setbacks shall be provided in order to create diversity and flexibility. Corner lots shall have a street side setback of ten feet (10'). Minimum building separation between townhome building will be ten feet (10').

The minimum dwelling size for a single family home is 1,300 square feet. Townhomes will have a minimum of 1,000 square feet.

The developer has not varied from the front porch or recessed garage requirements. Groveland's building diversity requirements are also maintained.

"The city with a future, watch us grow!"



"The city with a future, watch us grow!"

Ordinance 2016-01-01:

Certain properties were identified through the settlement agreement to be developed at a higher density than 1 unit per 5 acres. This Comprehensive Plan amendment excludes these parcels from that requirement for clarity.

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with @ future, watch us grow!"

ORDINANCE 2016-01-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF GROVELAND'S COMPREHENSIVE PLAN PURSUANT TO 163.3187(1), FLORIDA STATUTES, BY AMENDING FUTURE LAND USE ELEMENT POLICY 1.3.7 OF THE CITY OF GROVELAND COMPREHENSIVE PLAN RELATING TO INTENSITY OF DEVELOPMENT OF REAL PROPERTY LOCATED WITHIN THE GREEN SWAMP AREA OF CRITICAL STATE CONCERN; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE FORWARDING OF THIS ORDINANCE TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

WHEREAS, the City of Groveland, Florida adopted Ordinance 92-02-01, adopting the Comprehensive Plan for the City of Groveland which has since been amended, and

WHEREAS, the City of Groveland desires to amend the Comprehensive Plan for the City of Groveland as set forth below to clarify Land Use Element Policy 1.3.7 of the Comprehensive Plan; and

WHEREAS, the Local Planning Agency of the City of Groveland held a public hearing on this ordinance which was advertised in accordance with law, and

WHEREAS, the City Council of the City of Groveland public hearing has been advertised as required by law for two public hearings with the first public hearing occurring at least 7 days after the first advertisement was published and the second public hearing for adoption of this ordinance occurring at least 5 days after the day of the second advertisement; and

WHEREAS, the City Council of the City of Groveland hereby finds and determines that the plan amendment is internally consistent with the City's Comprehensive Plan; and

WHEREAS, it is in the best interests of the City of Groveland to amend the Comprehensive Plan for the City of Groveland as set forth herein.

Now, therefore, it be ordained by the City Council of the City of Groveland, Florida:

Section 1. Legislative Findings

The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Groveland.

Section 2. Future Land Use Element Policy 1.3.7

The following policy is amended:

No lands(a) either currently within Groveland City limit or later annexed and (b) within the Green Swamp of Critical State Concern shall be permitted, approved, rezoned,

or designated for residential development at a net density greater than or more intense than one (1) unit per (5) acres except for those tracts of land identified within Lake County CASE NO. 04-CA-2843 or DOAH Docket No. 04-003651. The Green Swamp Area of Critical State Concern is defined by Section 380.0551, Florida Statutes, and Fla. Admin. Code R. 28-26.003.

Section 3. Severability

Upon a determination that by a court of competent jurisdiction that a portion of this ordinance or the comprehensive plan adopted hereby is void, unconstitutional or unenforceable, all remaining portions shall remain in full force and effect.

Section 4. Direction to the City Manager

The City Manager is hereby authorized to amend the comprehensive plan and future land-use map as indicated herein.

Section 5. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. Transmittal

After the first public hearing, a copy hereof shall be transmitted to the Department of Economic Opportunity, the water management district, the Department of Environmental Protection, the Department of State, the Department of Transportation, the Department of Education, Lake County, and any other unit of local government or governmental agency in the State of Florida that has filed a written request with the Clerk of the City of Groveland, Florida.

Section 7. Effective Date

This ordinance shall become effective upon the date a final order is issued by the Department of Economic Opportunities or Administration Commission finding the amendment in compliance in accordance with Section 163.3184, Florida Statutes. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED and ADOPTED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

Attest:

TERESA BEGLEY
City Clerk



Approved as to form and legality:

Anita Geraci-Carver, City Attorney

First Reading _____

Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 1, 2016

AGENDA ITEM: Ordinance 2016-01-02

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Ryan Berger, Community Development Director

DATE: January 26, 2016

BACKGROUND:

The Cypress Lake Reserve project is a residential development with 737 units located near Max Hooks Road and Motevista Road.

The total project is 486.53 acres as follows:

60% Open Space: 293.35

- Wetlands: 189.68
- Park Land: 9.28
- 50' Wetland Buffer: 6.08
- 20' Landscape Buffer: 5.81
- 50' R/W Green Area: 9.04
- Cul-de-Sac Green Area: 0.19
- Dedicated R/W CR565A: 0.69
- Open Space/Retention: 72.58

Park Facilities: 3.93

Navigable Waterways: 29.22

Residential: 160.03

The lots are as follows:

65' X 170': 172 Lots

50' X 120': 317 Lots

4 Plex: 26 for a total of 104 units

6 Plex: 26 for a total of 144 units

Total: 737 units.

"The city with a future, watch us grow!"

Project Overview:

In 1996 the City of Groveland entered into a mediation and stipulated settlement agreement related to the development densities of the green swamp. This agreement identified parcels of land that would be exempt from the 1 unit per 5 acres of density cap within the Green Swamp.

One of these parcels was the Cypress Lake Reserve f/k/a Montevista Farms (previously called Hearthstone and "Banyan's tract"). The settlement agreement stated that this land would receive the Future Land Use designation determined through an administration hearing with the Department of Community Affairs (DOAH Docket NO. 04-003651GM).

The administrative hearing permitted 2 units per acre through a Future Land Use designation of Green Swamp Single Family Rural.

In October of 2015 the applicant came to the City requesting a Future Land Use change to Green Swamp Single Family Low Density. This change would have permitted 4 units per acre – double then permitted through the settlement agreement.

Because of the sensitivity related to densities within the green swamp and the past settlement agreement the applicant and the City worked together to reduce the density of the project by increasing some of the lot sizes from 50' x 170' to 65 x 170' and increasing the open space from 53% to 60%.

The applicant is now requesting a site specific density of 2.8 units per acre.

In order to move this project forward staff is presenting a total of five action items. Together they will hold the City harmless to any potential damages related to settlement agreement, clarify Groveland's comprehensive plan related to density requirements within the Green Swamp, change the way wetlands are counted towards open space, amend the future land use and designate the zoning.

1. Indemnification Agreement:

The City has expressed concern that an increase in the density in developing the Property may be challenged by parties to the Lake County Litigation and/or by the Department of Economic Opportunity. The City does not wish to expend public funds in the event litigation arises from any objections occurring as a result of approving an increased density. As a solution the applicant is willing to indemnify the City and hold the City harmless from any and all challenges which result should the City Council approve transmittal and/or adoption of the proposed comprehensive plan amendment or any variation thereof, arising out of the Lake County Litigation or DOAH Challenge, subject to the terms and conditions of this Agreement.

If City Council approves the indemnification agreement Ordinance 2015-01-03 may be transmitted to the State of Florida.

"The city with a future, watch us grow!"

2. **Ordinance 2016-01-01:** *Providing clarity within Groveland's Comprehensive Plan related to properties within the Green Swamp.*

Certain properties were identified through the settlement agreement to be developed at a higher density than 1 unit per 5 acres. This Comprehensive Plan amendment excludes these parcels from that requirement for clarity.

3. **Ordinance 2016-01-02:** *Increasing the amount of wetlands counted towards open space within the Green Swamp from 50% to 100%.*

The Cypress Reserve Plan as presented counts 100% of the wetlands towards the 60% open space requirement. Groveland's Comprehensive Plan only allows 50% of wetlands to be counted, however the State of Florida allows 100%. This Comprehensive Plan Amendment changes the City of Groveland regulations to match the State of Florida within the Green Swamp.

4. **Ordinance 2016-01-03:** *Increasing the density of the Cypress Lake Reserve project from the 2 units per acre permitted through the settlement agreement to 2.8 units per acre.*

This ordinance changes the Future Land Use designation from Green Swamp Single Family Rural and Conservation to Green Swamp Single Family Low Density and Conservation with a maximum density of 2.8 units per acre.

5. **Ordinance 2016-01-04:** *Designating the zoning through a Planned Unit Development.*

This ordinance designates the zoning of the project. The setbacks are as follows:

Single Family Detached & Townhome

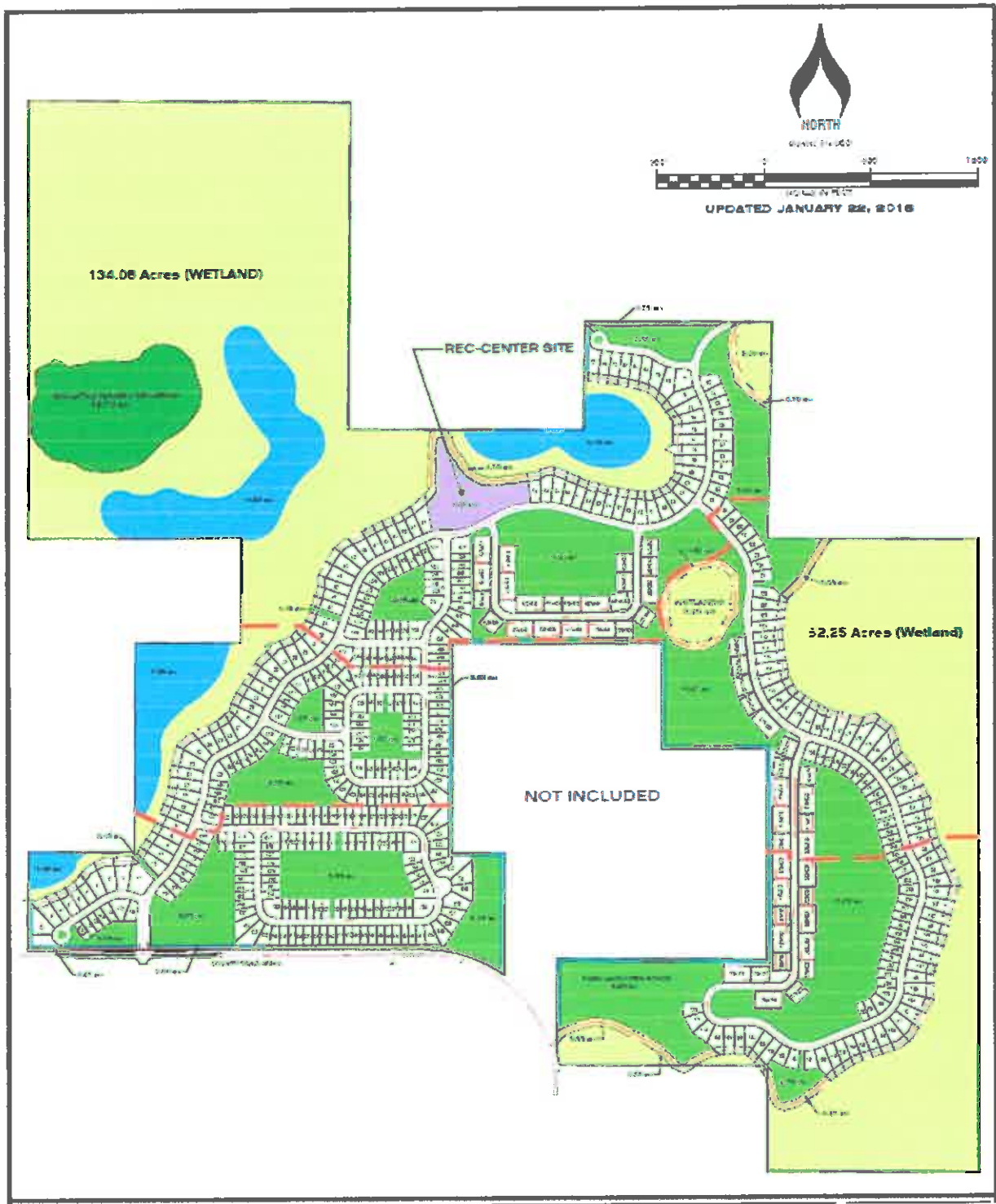
Front:	Fifteen feet (15')
Rear:	Ten feet (10')
Accessory Structure:	Five feet (5')
Side:	Five feet (5')

A range of side setbacks shall be provided in order to create diversity and flexibility. Corner lots shall have a street side setback of ten feet (10'). Minimum building separation between townhome building will be ten feet (10').

The minimum dwelling size for a single family home is 1,300 square feet. Townhomes will have a minimum of 1,000 square feet.

The developer has not varied from the front porch or recessed garage requirements. Groveland's building diversity requirements are also maintained.

"The city with a future, watch us grow!"



"The city with a future, watch us grow!"

Ordinance 2016-01-02:

The Cypress Reserve Plan as presented counts 100% of the wetlands towards the 60% open space requirement. Groveland's Comprehensive Plan only allows 50% of wetlands to be counted, however the State of Florida allows 100%. This Comprehensive Plan Amendment changes the City of Groveland regulations to match the State of Florida within the Green Swamp.

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

ORDINANCE 2016-01-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF GROVELAND'S COMPREHENSIVE PLAN PURSUANT TO 163.3187(1), FLORIDA STATUTES, TO ALLOW IN THE GREEN SWAMP AREA OF CRITICAL STATE CONCERN 100% OF OPEN SPACE REQUIREMENTS TO BE MET WITH WETLANDS; AMENDING CONSERVATION ELEMENT POLICY 1.16.1, RECREATION AND OPEN SPACE ELEMENT POLICY 1.5.2, AND NOTES TO TABLE 3 OF THE FUTURE LAND USE ELEMENT ALL OF THE CITY OF GROVELAND'S COMPREHENSIVE PLAN; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE FORWARDING OF THIS ORDINANCE TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

WHEREAS, the City of Groveland, Florida adopted Ordinance 92-02-01, adopting the Comprehensive Plan for the City of Groveland which has since been amended, and

WHEREAS, the request for this comprehensive plan amendment is initiated by an owner of real property located in the Green Swamp Area of Critical State Concern, Montevista Farms, LLC, and the request is to allow, development located in the Green Swamp Area of Critical State Concern, to meet 100% of its open space requirements with wetlands; and

WHEREAS, the City of Groveland has considered the request and desires to amend the definition of open space as provided in the following polices contained in the City of Groveland's Comprehensive Plan: Conservation Element Policy 1.16.1, Recreation and Open Space Element Policy 1.5.2, and Notes to Table 3 of the Future Land Use Element; and

WHEREAS, the Local Planning Agency of the City of Groveland held a public hearing on this ordinance which was advertised in accordance with law, and

WHEREAS, the City Council of the City of Groveland public hearing has been advertised as required by law for two public hearings with the first public hearing occurring at least 7 days after the first advertisement was published and the second public hearing for adoption of this ordinance occurring at least 5 days after the day of the second advertisement; and

WHEREAS, it is in the best interests of the City of Groveland to amend the Comprehensive Plan for the City of Groveland as set forth herein.

WHEREAS, the City of Groveland desires to amend the Comprehensive Plan for the City of Groveland as set forth below.

Now, therefore, it be ordained by the City Council of the City of Groveland, Florida:

Section 1. Legislative Findings

The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Groveland.

Section 2. Conservation Element Policy 1.16.1

Policy 1.16.1 is amended to read:

Open Space is figured on the Gross Land Area. Up to 50% of the open space requirement may be met with wetlands, except in the Green Swamp Area of Critical State Concern where 100% of the open space requirement may be met with wetlands. Open space may include landscaped buffers and stormwater facilities if they are designed to be a park-like setting with pedestrian amenities and free form ponds. Open space may be passive or active. Open space may include public recreational components of developments. The majority of the open space shall be permeable; however, up to 10% maybe impervious (plazas, recreational facilities, etc.). Wet ponds are not counted as part of that 10 percent.

Section 3. Recreation and Open Space Element Policy 1.5.2

Policy 1.5.2 is amended to read:

Open Space Definitions. The City hereby adopts the following definition for open space.

Open Space: Open space is figured on the Gross Land Area. Up to 50% of the open space requirement may be met with wetlands, except in the Green Swamp Area of Critical State Concern where 100% of the open space requirement may be met with wetlands. Open space may include Open space may include landscaped buffers and stormwater facilities if they are designed to be a park-like setting with pedestrian amenities and free form ponds. Open space may be passive or active. Open space may include public recreational components of developments. The majority of the open space shall be permeable; however, up to 10% maybe impervious (plazas, recreational facilities, etc.). Wet ponds are not counted as part of that 10%.

Section 4. Future Land Use Element

The paragraph entitled "Notes" under Table 3: Permitted Maximum Density/Intensity Within Land Use Categories, in Chapter 1, Future Land Use Element, is amended to read:

Notes: Open Space: Open space is figured on the Gross Land Area. Up to 50% of the open space requirement may be met with wetlands, except in the Green Swamp Area of Critical State Concern where 100% of the open space requirement may be met with

wetlands. Open space may include landscaped buffers and stormwater facilities if they are designed to be a park-like setting with pedestrian amenities and free form ponds. Open space may be passive or active. Open space may include public recreational components of developments. The majority of the open space shall be permeable; however, up to 10% maybe impervious (plazas, recreational facilities, etc.). Wet ponds are not counted as part of that 10%.

Densities would be determined by the Net Land Area. The Net Land Area is figured by taking the Gross Land Area (total property) less any lakes or water bodies).

Section 4. Severability

Upon a determination that by a court of competent jurisdiction that a portion of this ordinance or the comprehensive plan adopted hereby is void, unconstitutional or unenforceable, all remaining portions shall remain in full force and effect.

Section 5. Direction to the City Manager

The City Manager is hereby authorized to amend the comprehensive plan as indicated herein.

Section 6. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Transmittal

After the first public hearing, a copy hereof shall be transmitted to the Department of Economic Opportunity, the water management district, the Department of Environmental Protection, the Department of State, the Department of Transportation, the Department of Education, Lake County, and any other unit of local government or governmental agency in the State of Florida that has filed a written request with the Clerk of the City of Groveland, Florida.

Section 8. Effective Date

This ordinance shall become effective upon the date a final order is issued by the Department of Economic Opportunities or Administration Commission finding the amendment in compliance in accordance with Section 163.3184, Florida Statutes. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED and ADOPTED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

Attest:

TERESA BEGLEY
City Clerk



Approved as to form and legality:

Anita Geraci-Carver, City Attorney

First Reading _____

Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 1, 2016

AGENDA ITEM: Ordinance 2016-01-03
--

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
--

PREPARED BY: Ryan Berger, Community Development Director

DATE: January 26, 2016

BACKGROUND:

The Cypress Lake Reserve project is a residential development with 737 units located near Max Hooks Road and Motevista Road.

The total project is 486.53 acres as follows:

60% Open Space: 293.35

- Wetlands: 189.68
- Park Land: 9.28
- 50' Wetland Buffer: 6.08
- 20' Landscape Buffer: 5.81
- 50' R/W Green Area: 9.04
- Cul-de-Sac Green Area: 0.19
- Dedicated R/W CR565A: 0.69
- Open Space/Retention: 72.58

Park Facilities: 3.93

Navigable Waterways: 29.22

Residential: 160.03

The lots are as follows:

65' X 170': 172 Lots

50' X 120': 317 Lots

4 Plex: 26 for a total of 104 units

6 Plex: 26 for a total of 144 units

Total: 737 units.

"The city with a future, watch us grow!"

Project Overview:

In 1996 the City of Groveland entered into a mediation and stipulated settlement agreement related to the development densities of the green swamp. This agreement identified parcels of land that would be exempt from the 1 unit per 5 acres of density cap within the Green Swamp.

One of these parcels was the Cypress Lake Reserve f/k/a Montevista Farms (previously called Hearthstone and "Banyan's tract"). The settlement agreement stated that this land would receive the Future Land Use designation determined through an administration hearing with the Department of Community Affairs (DOAH Docket NO. 04-003651GM).

The administrative hearing permitted 2 units per acre through a Future Land Use designation of Green Swamp Single Family Rural.

In October of 2015 the applicant came to the City requesting a Future Land Use change to Green Swamp Single Family Low Density. This change would have permitted 4 units per acre – double then permitted through the settlement agreement.

Because of the sensitivity related to densities within the green swamp and the past settlement agreement the applicant and the City worked together to reduce the density of the project by increasing some of the lot sizes from 50' x 170' to 65 x 170' and increasing the open space from 53% to 60%.

The applicant is now requesting a site specific density of 2.8 units per acre.

In order to move this project forward staff is presenting a total of five action items. Together they will hold the City harmless to any potential damages related to settlement agreement, clarify Groveland's comprehensive plan related to density requirements within the Green Swamp, change the way wetlands are counted towards open space, amend the future land use and designate the zoning.

1. Indemnification Agreement:

The City has expressed concern that an increase in the density in developing the Property may be challenged by parties to the Lake County Litigation and/or by the Department of Economic Opportunity. The City does not wish to expend public funds in the event litigation arises from any objections occurring as a result of approving an increased density. As a solution the applicant is willing to indemnify the City and hold the City harmless from any and all challenges which result should the City Council approve transmittal and/or adoption of the proposed comprehensive plan amendment or any variation thereof, arising out of the Lake County Litigation or DOAH Challenge, subject to the terms and conditions of this Agreement.

If City Council approves the indemnification agreement Ordinance 2015-01-03 may be transmitted to the State of Florida.

"The city with a future, watch us grow!"

2. **Ordinance 2016-01-01:** *Providing clarity within Groveland's Comprehensive Plan related to properties within the Green Swamp.*

Certain properties were identified through the settlement agreement to be developed at a higher density than 1 unit per 5 acres. This Comprehensive Plan amendment excludes these parcels from that requirement for clarity.

3. **Ordinance 2016-01-02:** *Increasing the amount of wetlands counted towards open space within the Green Swamp from 50% to 100%.*

The Cypress Reserve Plan as presented counts 100% of the wetlands towards the 60% open space requirement. Groveland's Comprehensive Plan only allows 50% of wetlands to be counted, however the State of Florida allows 100%. This Comprehensive Plan Amendment changes the City of Groveland regulations to match the State of Florida within the Green Swamp.

4. **Ordinance 2016-01-03:** *Increasing the density of the Cypress Lake Reserve project from the 2 units per acre permitted through the settlement agreement to 2.8 units per acre.*

This ordinance changes the Future Land Use designation from Green Swamp Single Family Rural and Conservation to Green Swamp Single Family Low Density and Conservation with a maximum density of 2.8 units per acre.

5. **Ordinance 2016-01-04:** *Designating the zoning through a Planned Unit Development.*

This ordinance designates the zoning of the project. The setbacks are as follows:

Single Family Detached & Townhome

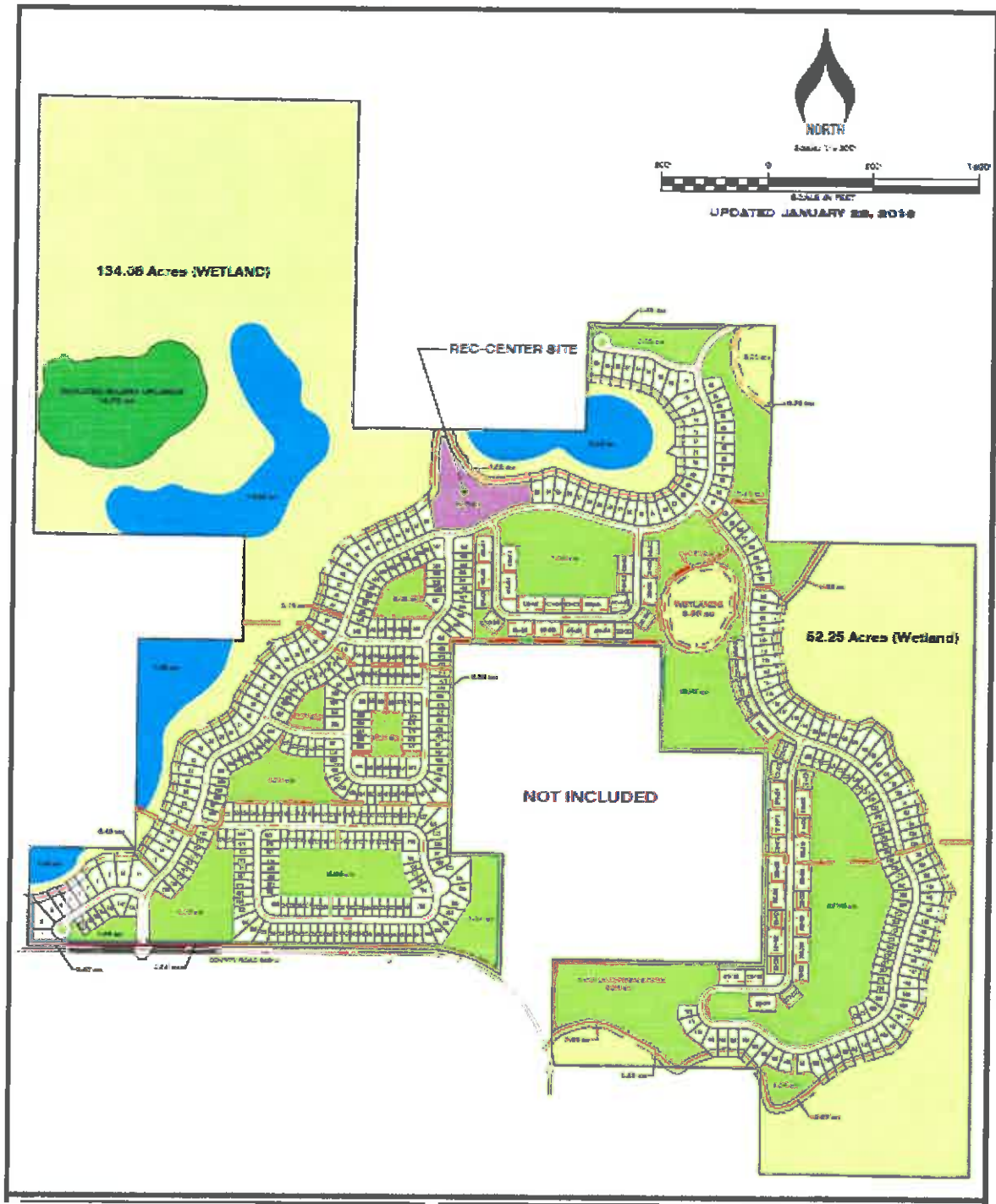
Front:	Fifteen feet (15')
Rear:	Ten feet (10')
Accessory Structure:	Five feet (5')
Side:	Five feet (5')

A range of side setbacks shall be provided in order to create diversity and flexibility. Corner lots shall have a street side setback of ten feet (10'). Minimum building separation between townhome building will be ten feet (10').

The minimum dwelling size for a single family home is 1,300 square feet. Townhomes will have a minimum of 1,000 square feet.

The developer has not varied from the front porch or recessed garage requirements. Groveland's building diversity requirements are also maintained.

"The city with a future, watch us grow!"



"The city with a future, watch us grow!"

Ordinance 2016-01-03:

This ordinance changes the Future Land Use designation from Green Swamp Single Family Rural and Conservation to Green Swamp Single Family Low Density and Conservation with a maximum density of 2.8 units per acer.

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

ORDINANCE 2016-01-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF GROVELAND'S COMPREHENSIVE PLAN PURSUANT TO 163.3187(1), FLORIDA STATUTES, BY AMENDING THE COMPREHENSIVE LAND-USE PLAN DESIGNATION FROM CITY OF GROVELAND GREEN SWAMP SINGLE FAMILY RURAL AND CONSERVATION TO CITY OF GROVELAND GREEN SWAMP SINGLE FAMILY LOW DENSITY AND CONSERVATION ON THE FUTURE LAND-USE MAP FOR THE HEREIN DESCRIBED PROPERTY; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE FORWARDING OF THIS ORDINANCE TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

WHEREAS, the City of Groveland, Florida adopted Ordinance 92-02-01, adopting the Comprehensive Plan for the City of Groveland which has since been amended, and

WHEREAS, the request for this large scale plan amendment is initiated by the owner, Montevista Farms, LLC; and

WHEREAS, the owner desires to use the property for residential development; and

WHEREAS, the Local Planning Agency of the City of Groveland held a public hearing on this ordinance which was advertised in accordance with law, and

WHEREAS, the City Council of the City of Groveland public hearing has been advertised as required by law for two public hearings with the first public hearing occurring at least 7 days after the first advertisement was published and the second public hearing for adoption of this ordinance occurring at least 5 days after the day of the second advertisement; and

WHEREAS, the City Council of the City of Groveland hereby finds and determines that the plan amendment is internally consistent with the City's Comprehensive Plan; and

WHEREAS, it is in the best interests of the City of Groveland to amend the Comprehensive Plan for the City of Groveland as set forth herein.

WHEREAS, the City of Groveland desires to amend the Comprehensive Plan for the City of Groveland as set forth below.

Now, therefore, it be ordained by the City Council of the City of Groveland, Florida:

Section 1. Legislative Findings

The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Groveland.

Section 2. Comprehensive Plan Amendment

A. The Property is legally described as:

The East 1/2 of the Northwest 1/4 of the Northwest 1/4, Section 28, Township 22 South, Range 25 East, Lake County, Florida, AND

The West 1/2 of the Southwest 1/4 of Section 27, Township 22 South, Range 25 East, Lake County, Florida, AND

Tract 23 less the West 150 feet thereof, tracts 24 – 28, 36-41, 44, 45, 51-53, and the West 1/2 of Tract 59, lying North of C.R. S-565-A, and Tracts 60-63, lying North of C.R. S-565-A, GROVELAND FARMS, according to the plat thereof, as recorded in Plat Book 2, Pages 10-11, Public Records of Lake County, Florida, lying in Section 28, Township 22 South, Range 25 East, AND

The West 1/2 of Tract 6 which lies East and North of C.R. 565-A, Tract 7 lying East of C.R. S-565-A and Tract 8, GROVELAND FARMS, according to the plat thereof, as recorded in Plat Book 2, Pages 10-11, Public Records of Lake County, Florida, lying in Section 33, Township 22 South, Range 25 East, all lying in Lake County Florida, AND

Tracts 19, 20, 29, and 30, GROVELAND FARMS, according to the plat thereof, as recorded in Plat Book 2, Pages 10-11, Public Records of Lake County, Florida, lying in Section 28, Township 22 South, Range 25 East, together with the East 1/2 of the Southwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 Section 28, Township 22 South, Range 25 East, Lake County, Florida, AND

The Northwest 1/4 of the Northwest 1/4 of Section 34, Township 22 South, Range 25 East, encompassing Tracts 1, 2, 15 and 16, GROVELAND FARMS, according to the plat thereof, as recorded in Plat Book 2, Pages 10 -11, Public Records of Lake County, Florida, lying in Section 34, Township 22 South, Range 25 East, together with the West 1/2 of the Southwest 1/4 of Section 27, Township 22 South, Range 25 East, AND

Tract 46, GROVELAND FARMS, in Section 28, Township 22 South, Range 25 East, according to the plat thereof, as recorded in Plat Book 2, Pages 10-11, Public Records of Lake County, Florida.

B. That portion of the Future Land Use Element referenced as the Future Land Use Map of the City of Groveland Comprehensive Plan is hereby amended by changing the designation of the hereafter described real property (the "Property"), on the City of Groveland Future Land Use Map from Green Swamp Single Family Rural and Conservation and designating the Property on the Future Land Use Map to:

GREEN SWAMP SINGLE FAMILY LOW DENSITY: 267.63 acres more particularly depicted and described in **Exhibit A** hereto which shall be developed at a maximum density of 2.8 units per acre.

CONSERVATION: 218.9 acres more particularly depicted and described in **Exhibit A** hereto.

Section 3. Severability

Upon a determination that by a court of competent jurisdiction that a portion of this ordinance or the comprehensive plan adopted hereby is void, unconstitutional or unenforceable, all remaining portions shall remain in full force and effect.

Section 4. Direction to the City Manager

The City Manager is hereby authorized to amend the comprehensive plan and future land-use map as indicated herein.

Section 5. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. Transmittal

After the first public hearing, a copy hereof shall be transmitted to the Department of Economic Opportunity, the water management district, the Department of Environmental Protection, the Department of State, the Department of Transportation, the Department of Education, Lake County, and any other unit of local government or governmental agency in the State of Florida that has filed a written request with the Clerk of the City of Groveland, Florida.

Section 7. Effective Date

This ordinance shall become effective upon the date a final order is issued by the Department of Economic Opportunities or Administration Commission finding the amendment in compliance in accordance with Section 163.3184, Florida Statutes. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED and ADOPTED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

Attest:

TERESA BEGLEY
City Clerk



Approved as to form and legality:

Anita Geraci-Carver, City Attorney

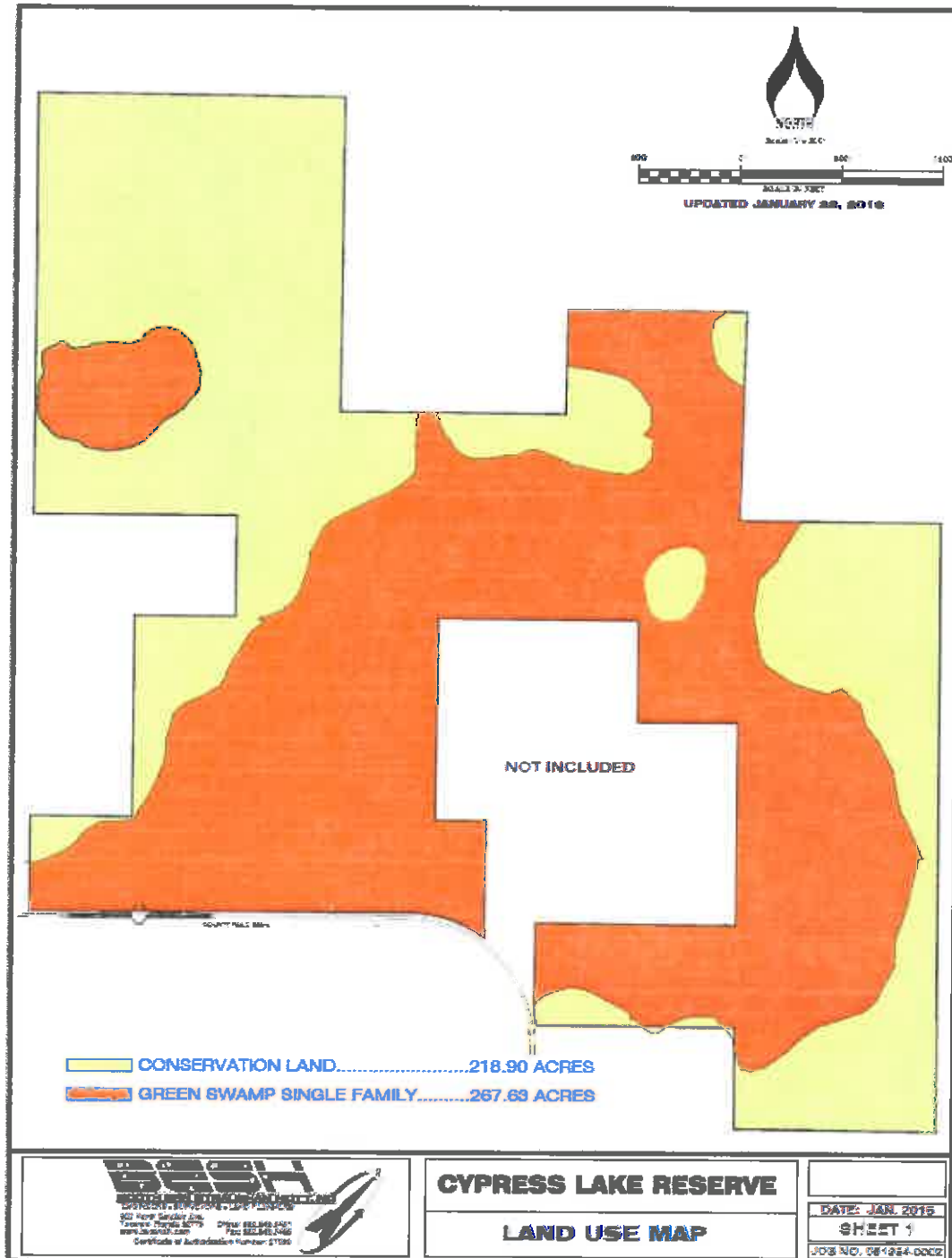
First Reading _____

Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		

Exhibit A





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 1, 2016

AGENDA ITEM: Ordinance 2016-01-04
--

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
--

PREPARED BY: Ryan Berger, Community Development Director

DATE: January 26, 2016

BACKGROUND:

The Cypress Lake Reserve project is a residential development with 737 units located near Max Hooks Road and Motevista Road.

The total project is 486.53 acres as follows:

60% Open Space: 293.35

- Wetlands: 189.68
- Park Land: 9.28
- 50' Wetland Buffer: 6.08
- 20' Landscape Buffer: 5.81
- 50' R/W Green Area: 9.04
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- Dedicated R/W CR565A: 0.69
- Open Space/Retention: 72.58

Park Facilities: 3.93

Navigable Waterways: 29.22

Residential: 160.03

The lots are as follows:

65' X 170': 172 Lots

50' X 120': 317 Lots

4 Plex: 26 for a total of 104 units

6 Plex: 26 for a total of 144 units

Total: 737 units.

"The city with a future, watch us grow!"

Project Overview:

In 1996 the City of Groveland entered into a mediation and stipulated settlement agreement related to the development densities of the green swamp. This agreement identified parcels of land that would be exempt from the 1 unit per 5 acres of density cap within the Green Swamp.

One of these parcels was the Cypress Lake Reserve f/k/a Montevista Farms (previously called Hearthstone and "Banyan's tract"). The settlement agreement stated that this land would receive the Future Land Use designation determined through an administration hearing with the Department of Community Affairs (DOAH Docket NO. 04-003651GM).

The administrative hearing permitted 2 units per acre through a Future Land Use designation of Green Swamp Single Family Rural.

In October of 2015 the applicant came to the City requesting a Future Land Use change to Green Swamp Single Family Low Density. This change would have permitted 4 units per acre – double then permitted through the settlement agreement.

Because of the sensitivity related to densities within the green swamp and the past settlement agreement the applicant and the City worked together to reduce the density of the project by increasing some of the lot sizes from 50' x 170' to 65 x 170' and increasing the open space from 53% to 60%.

The applicant is now requesting a site specific density of 2.8 units per acre.

In order to move this project forward staff is presenting a total of five action items. Together they will hold the City harmless to any potential damages related to settlement agreement, clarify Groveland's comprehensive plan related to density requirements within the Green Swamp, change the way wetlands are counted towards open space, amend the future land use and designate the zoning.

1. Indemnification Agreement:

The City has expressed concern that an increase in the density in developing the Property may be challenged by parties to the Lake County Litigation and/or by the Department of Economic Opportunity. The City does not wish to expend public funds in the event litigation arises from any objections occurring as a result of approving an increased density. As a solution the applicant is willing to indemnify the City and hold the City harmless from any and all challenges which result should the City Council approve transmittal and/or adoption of the proposed comprehensive plan amendment or any variation thereof, arising out of the Lake County Litigation or DOAH Challenge, subject to the terms and conditions of this Agreement.

If City Council approves the indemnification agreement Ordinance 2015-01-03 may be transmitted to the State of Florida.

"The city with a future, watch us grow!"

2. **Ordinance 2016-01-01:** *Providing clarity within Groveland's Comprehensive Plan related to properties within the Green Swamp.*

Certain properties were identified through the settlement agreement to be developed at a higher density than 1 unit per 5 acres. This Comprehensive Plan amendment excludes these parcels from that requirement for clarity.

3. **Ordinance 2016-01-02:** *Increasing the amount of wetlands counted towards open space within the Green Swamp from 50% to 100%.*

The Cypress Reserve Plan as presented counts 100% of the wetlands towards the 60% open space requirement. Groveland's Comprehensive Plan only allows 50% of wetlands to be counted, however the State of Florida allows 100%. This Comprehensive Plan Amendment changes the City of Groveland regulations to match the State of Florida within the Green Swamp.

4. **Ordinance 2016-01-03:** *Increasing the density of the Cypress Lake Reserve project from the 2 units per acre permitted through the settlement agreement to 2.8 units per acre.*

This ordinance changes the Future Land Use designation from Green Swamp Single Family Rural and Conservation to Green Swamp Single Family Low Density and Conservation with a maximum density of 2.8 units per acre.

5. **Ordinance 2016-01-04:** *Designating the zoning through a Planned Unit Development.*

This ordinance designates the zoning of the project. The setbacks are as follows:

Single Family Detached & Townhome

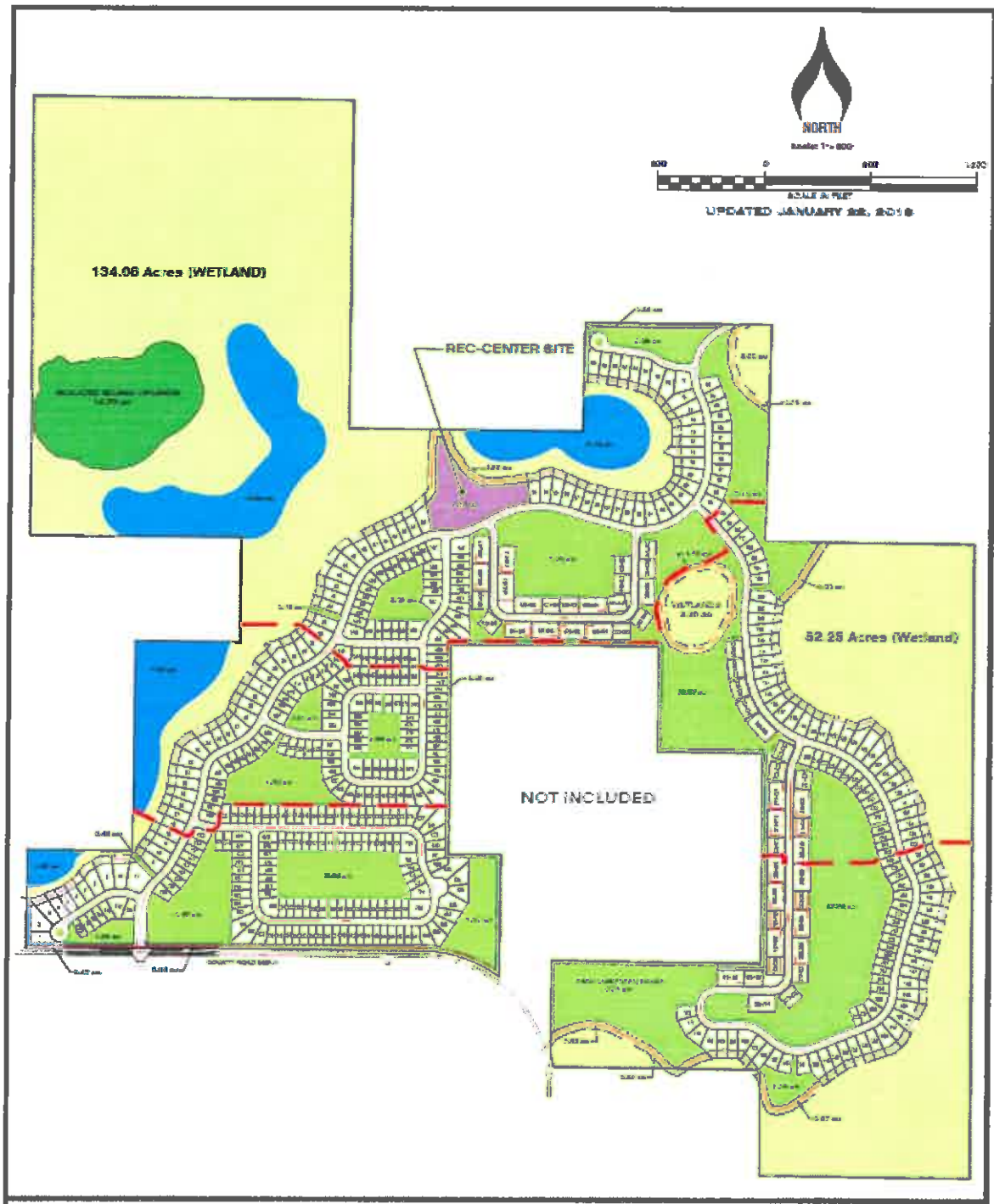
Front:	Fifteen feet (15')
Rear:	Ten feet (10')
Accessory Structure:	Five feet (5')
Side:	Five feet (5')

A range of side setbacks shall be provided in order to create diversity and flexibility. Corner lots shall have a street side setback of ten feet (10'). Minimum building separation between townhome building will be ten feet (10').

The minimum dwelling size for a single family home is 1,300 square feet. Townhomes will have a minimum of 1,000 square feet.

The developer has not varied from the front porch or recessed garage requirements. Groveland's building diversity requirements are also maintained.

"The city with a future, watch us grow!"



"The city with a future, watch us grow!"

Ordinance 2016-01-04:

This ordinance designates the zoning of the project. The setbacks are as follows:

Single Family Detached & Townhome

Front: Fifteen feet (15')
Rear: Ten feet (10')
Accessory Structure: Five feet (5')
Side: Five feet (5')

A range of side setbacks shall be provided in order to create diversity and flexibility. Corner lots shall have a street side setback of ten feet (10'). Minimum building separation between townhome building will be ten feet (10').

The minimum dwelling size for a single family home is 1,300 square feet. Townhomes will have a minimum of 1,000 square feet.

The developer has not varied from the front porch or recessed garage requirements. Groveland's building diversity requirements are also maintained.

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

ORDINANCE 2016-01-04

AMENDMENT TO AND REENACTMENT OF ORDINANCE 2006-08-74, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, ASSIGNING A ZONING DESIGNATION OF PUD CITY OF GROVELAND FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF GROVELAND, FLORIDA; OWNED BY MONTEVISTA FARMS, LLC; PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property was zoned as a Planned Unit Development in Ordinance 2006-08-74 but Plat or Construction plans were never submitted and therefore the Planned Unit Development Zoning Ordinance expired; and

WHEREAS, Montevista Farms, LLC seeks to reenact and amend Ordinance 2006-08-74, in order to develop the land as a residential subdivision;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Groveland, Florida, as follows:

Section 1: Purpose and Intent.

That the zoning classification of the following described property, being situated in the City of Groveland, Florida, shall hereafter be designated as PUD, as defined in the Groveland Land Use and Development Ordinances (the "City Land Ordinances").

LEGAL DESCRIPTION:

The East 1/2 of the Northwest 1/4 of the Northwest 1/4, Section 28, Township 22 South, Range 25 East, Lake County, Florida, AND

The West 1/2 of the Southwest 1/4 of Section 27, Township 22 South, Range 25 East, Lake County, Florida, AND

Tract 23 less the West 150 feet thereof, tracts 24 – 28, 36-41, 44, 45, 51-53, and the West 1/2 of Tract 59, lying North of C.R. S-565-A, and Tracts 60-63, lying North of C.R. S-565-A, GROVELAND FARMS, according to the plat thereof, as recorded in Plat Book 2, Pages 10-11, Public Records of Lake County, Florida, lying in Section 28, Township 22 South, Range 25 East, AND

The West 1/2 of Tract 6 which lies East and North of C.R. 656-A, Tract 7 lying East of C.R. S-565-A and Tract 8, GROVELAND FARMS, according to the plat thereof, as recorded in Plat Book 2, Pages 10-11, Public Records of Lake County, Florida, lying in Section 33, Township 22 South, Range 25 East, all lying in Lake County Florida, AND

Tracts 19, 20, 29, and 30, GROVELAND FARMS, according to the plat thereof, as recorded in Plat Book 2, Pages 10-11, Public Records of Lake County, Florida, lying in Section 28, Township 22 South, Range 25 East, together with the East 1/2 of the Southwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 Section 28, Township 22 South, Range 25 East, Lake County, Florida, AND

The Northwest 1/4 of the Northwest 1/4 of Section 34, Township 22 South, Range 25 East, encompassing Tracts 1, 2, 15 and 16, GROVELAND FARMS, according to the plat thereof, as

recorded in Plat Book 2, Pages 10 -11, Public Records of Lake County, Florida, lying in Section 34, Township 22 South, Range 25 East, together with the West 1/2 of the Southwest 1/4 of Section 27, Township 22 South, Range 25 East, AND

Tract 46, GROVELAND FARMS, in Section 28, Township 22 South, Range 25 East, according to the plat thereof, as recorded in Plat Book 2, Pages 10-11, Public Records of Lake County, Florida.

Section 2: Zoning Classification.

That the property being so designated as PUD is subject to the following terms and conditions:

General

Development shall be governed by the contents of this document and applicable sections of the City Land Ordinances and all other applicable rules, regulations and ordinances of the City.

Where in conflict, the terms of this document shall take precedence over the City Land Ordinances, and all other applicable rules, regulations and ordinances of the City.

Unless otherwise noted, the definition of all terms shall be the same as the definitions set forth in the City Land Ordinances.

Purpose

The purpose of this PUD is to:

1. Create an attractive and high quality environment which is compatible with the scale and character of the local environment;
2. Develop a residential area that is safe, comfortable and attractive to pedestrians;
3. Create a community with direct visual and physical access to open land, with amenities in the form of community open space, and with a strong community identity;
4. Provide a network of open space, some of which may be utilized by the residents to access the natural environment through a system of walking and biking trails, thereby creating a healthy community;
5. Provide for a diversity and flexibility of lot sizes and housing choices to accommodate a variety of age and income groups, and residential preferences, so that the City's population diversity may be maintained; and
6. Provide for a green community through provision of sanitary sewer, reduction in amount of pervious surfaces and opportunities for nature-based recreation.

Land Uses

The Concept Plan for this development is attached hereto as Exhibit "A" and is an integral part of this PUD document. Elements in the development must include residential uses (single-family detached and townhome dwelling units are permitted), recreation, wetlands and navigable waterways. The approximate acreage devoted to each land use shall be as follows:

Total Project: 486.53

60% Open Space: 293.35

- Wetlands: 189.68
- Park Land: 9.28
- 50' Wetland Buffer: 6.08

- 20' Landscape Buffer: 5.81
- 50' R/W Green Area: 9.04
- Cul-de-Sac Green Area: 0.19
- Dedicated R/W CR565A: 0.69
- Open Space/Retention: 72.58

Park Facilities: 3.93

Navigable Waterways: 29.22

Residential: 160.03

Note(s):

- Residential and open space acreage will be determined through field verification of wetlands, topography and a 100-year flood study;
- Non-substantial deviations from the acreages shall be allowed, provided there is no further increase in density; and
- Residential type and use, including the number and mix of lots, may be amended at Preliminary Subdivision Plan, so long as the proposed development includes only permitted residential units (single-family detached and townhome dwelling units) and the overall density does not exceed 2.8 dwelling units per acre.

Setbacks

The following setbacks shall be applied:

Single Family Detached & Townhome

Front:	Fifteen feet (15')
Rear:	Ten feet (10')
Accessory Structure:	Five feet (5')
Side:	Five feet (5')

A range of side setbacks shall be provided in order to create diversity and flexibility. Corner lots shall have a street side setback of ten feet (10'). Minimum building separation between townhome building will be ten feet (10').

Lot Size

A range of lot sizes shall be provided in order to create variety and offer opportunity for different income households.

Single-family residential detached unit lot sizes will include, but are not limited to fifty feet (50') x one hundred twenty feet (120') and sixty-five feet (65') x one hundred seventy feet (170'). The minimum lot size for a single-family detached residential unit will be six thousand (6,000) square feet.

Townhome unit lot sizes will include, but are not limited to twenty feet (20') x eighty feet (80') and twenty feet (20') x ninety feet (90'). The minimum lot size for a townhome residential unit will be sixteen hundred (1,600) square feet.

Dwelling Size

The minimum dwelling size for single-family detached units shall be thirteen hundred (1,300) square feet and for townhome units shall be one thousand (1,000) square feet, calculated as heated/air conditioned space under roof, exclusive of garage, carports and porches.

The maximum number of home sites should provide views of and access to adjoining open space.

Lot Width and Depth

In accordance with the principle of providing diversity in the development a variety of lot widths shall be permitted. In order to achieve this diversity and flexibility, the development shall contain no less than two different lot widths for single-family residential units, which shall be interspersed throughout the subdivision.

The single family residential unit minimum lot width will be in the range of fifty feet (50') to one hundred twenty (120) feet, with the minimum lot width at building line of fifty feet (50') and a minimum street frontage of twenty feet (20'). The single family residential unit minimum lot depth will be one hundred twenty feet (120').

Townhome units will have a minimum lot width of twenty feet (20') and a minimum lot depth of eighty feet (80').

Lot Coverage

Single family residential lots shall have a maximum lot coverage of seventy percent (70%) to include principal dwelling, all paved areas and swimming pools.

Impervious Surface Area

Townhome lots shall have a maximum Impervious Surface Area of 0.85.

Height of Structures

No residential structure shall exceed 2½ stories or thirty-five feet (35') in height.

The Owner or developer shall adopt deed restrictions which prohibit manufactured or otherwise prefabricated homes.

Building Design

The following principles seek to promote a high quality development that will create a sense of place and community through the development of the site.

- A diversity of housing styles, shapes and materials will be encouraged, in order to create variety in the streetscape;
- The different housing types shall be integrated architecturally, in order to give the development a harmonious appearance;
- The creation of visual richness should be considered when choosing materials and details. Local characteristics are encouraged;
- Side entrances for garages are encouraged;
- A variety of roof heights, pitches and materials are encouraged; and
- Landscaping should be incorporated into the overall design, as a means of linking the development areas with the open spaces.

Building Diversity

A variety of architectural details or model types shall be provided so as to avoid a monotonous appearance. The floor plans and elevations submitted will display both an innovative design and sufficient additional amenities to ensure a high quality development. Design principals demonstrated in the plans submitted will include a diversity of elevations and architectural features, such as front porches, shutters, stone accents, a variety of color schemes, and a minimum 5:12 pitch roof. Identical or similar buildings may not be repeated more frequently than every fourth house along the same side of any street, opposite or diagonally opposite in a residential floor plan.

Recreation and Open Space

The proposed development is designed to provide for at least 60% open space. A total of 9.28 acres of park land is provided. A minimum of 3.93 acres shall be provided for a recreation area in the subdivision in the approximate location indicated on the Concept Plan. Pursuant to Comprehensive Plan Policy 1.3.4, all recreation provided in the development will be restricted to low impact or passive recreation, limited to impervious surface coverage of ten percent (10%) of the lot. In addition to the recreation area, open space will be provided in the development site, which shall include: preserved wetlands, project buffer areas, upland habitat areas, recreation areas, drainage areas, landscaped areas, community parks, and grass verges in the right-of-way in the development. All passive recreational uses not prohibited in the City Land Ordinances are allowed.

Waterfront and Wetlands Buffer Requirement

No development shall be allowed in jurisdictional wetlands or floodplain on the property. A minimum upland buffer of fifty feet (50') shall be maintained by the Homeowner's Association or developer. This upland buffer is in addition to and shall not form part of any front, side or rear yard setback. No development except passive recreation, as defined in Policy 5-1.6.3 of the Comprehensive Plan, shall be permitted in wetland/lake areas.

Open Space Dedication

All open space shall be dedicated to the Homeowner's Association(s) established by the developer in perpetuity, running with the land and maintained by the same.

Phasing

The development may be constructed in phases. Each phase shall be developed in conformance with this ordinance and no individual phase may exceed the densities or intensities projected in the Concept Plan.

PUBLIC FACILITIES

Potable Water and Wastewater

The development shall be connected to the City's water, sewer and reclaimed water systems, prior to any Certificate of Occupancy being issued for any structure (except temporary construction uses) on the development. Expansion of the City's water, sewer and reclaimed water systems shall be negotiated by separate Utility Agreement(s) between the City and the Owner or developer. Such Utility Agreement(s) may include prepayment of impact fees to aid expansion of facilities, reimbursement of offsite costs paid by the Owner or developer by impact fee credits and/or cash reimbursement at the time of interconnection, if any, and the installation of reuse lines for irrigation of lots.

Solid Waste

Solid Waste collection shall be pursuant to City regulations, as amended.

Drainage

The maintenance of the drainage system shall be the responsibility of the Homeowner's Association(s).

Transportation

There shall be appropriate points of ingress and egress for the Development, subject to local government approval. These shall be in the approximate locations shown on the Concept Plan. All portions of the development should be accessible by a direct, convenient, attractive, safe, and comfortable system of pedestrian facilities, and the development should provide appropriate pedestrian amenities.

Street and Sidewalks

The development shall have a connected street system that serves vehicles, pedestrians and bicycles which connects to adjacent residential/community areas. Minor streets shall have a fifty foot (50') right-of-way with a minimum twenty-four foot (24') pavement and curb width. A minimum of a four foot (4') sidewalk shall be constructed on both sides of the roadway(s). Streets shall be laid out to promote pedestrian circulation and ease of access to the community areas.

Such trees shall comply with the City Land Ordinances for trees in the right-of-way. However, the types of street trees designated by the City will not be trees which will compromise the infrastructure of the development.

Landscaping Requirements

Lighting

Decorative street lighting shall be installed at every intersection, at the end of each cul-de-sac and at intervals of three hundred feet (300'), or as approved by the City Staff. Street lighting shall be installed by the Owner or developer and maintained by the Homeowner's Association(s). All lighting shall be directional, shielded lighting designed to minimize light pollution.

Utilities

All utilities shall be underground.

Signage

All signage on the Property shall be ground signage and shall comply with the City Land Ordinances.

Maintenance of Common Areas

Maintenance of all common areas in the residential component of the development shall be the responsibility of the Homeowner's Association(s) formed to govern such subdivision.

Amendments

Any substantial deviation from the PUD Concept Plan, or deviation from the terms of this Ordinance, shall be approved by the City Council and Department of Economic Opportunity, in accordance with the legal procedures to amend zoning ordinances.

Expiration of PUD

Actual construction consistent with this PUD – Residential approvals (including construction plan approval) must begin within the Property within 3 years of the Effective Date of this ordinance without a lapse of construction. If actual construction fails to begin

as required herein or construction commences but lapses for a period of 8 consecutive months or longer, or for a period of twelve non-consecutive months collectively within a period of 18 months, this PUD and any approvals including construction plans shall be considered expired and of no further force or effect. Any vesting which may be claimed thereby shall be void. The applicant may request the City for a twelve month extension prior to expiration.

Actual construction must begin in the development in seven (7) years of construction plan approval. If actual construction has not begun in the timeframe above any vesting which may be claimed thereby shall be void. The applicant may request a twelve (12) month extension prior to expiration. Lapse of said site development for a period of twelve (12) months shall constitute a termination of construction.

Section 3: Consistent with Comprehensive Plan

The zoning classification is consistent with the Comprehensive Plan of the City of Groveland, Florida.

Section 4: Official Zoning Map

That the City Manager, or designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Groveland, Florida, to include said designation.

Section 5: Severability.

That if any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6: Conflict.

That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: Effective Date.

This Ordinance shall become effective immediately upon its approval and adoption by the City Council.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this ____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

ATTEST:

Teresa Begley, City Clerk

Approved as to Form:

Anita Geraci-Carver
City Attorney



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 1, 2016

AGENDA ITEM: Centrex Homes Agreement Termination

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
--

PREPARED BY: Ryan Berger, Community Development Director

DATE: January 22, 2016

BACKGROUND:

In 2007 Centrex homes planned on developing the project now called The Preserve at Sunrise. At the time, the developer would not build at least 10% of the homes within the subdivision at an affordable rate and opted to pay into the Affordable Housing Trust Fund.

The new developer and builder will be meeting this requirement therefore making the previous agreement null and void.

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with @ future, watch us grow!"

CFN 2007010061
Bk 03353 Pgs 0900 - 905; (6pgs)
DATE: 01/23/2007 08:55:19 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 52.50

Prepared by:
Anita R. Geraci, Esq.
GrayRobinson P.A.
1635 E. Hwy 50, Suite 300
Clermont, Florida 34711

Return to:
Teresa Greenham
City of Groveland
156 S. Lake Avenue
Groveland, Florida 34736

CITY OF GROVELAND AND CENTEX HOMES AFFORDABLE HOUSING AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of January, 2007, by and between the **CITY OF GROVELAND, FLORIDA**, a municipal corporation created under the laws of the State of Florida (hereinafter "CITY"), and **CENTEX HOMES**, a Nevada general partnership (hereinafter "DEVELOPER").

RECITALS

A. DEVELOPER owns certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein and hereafter referred to as the Property. The Property is zoned PUD pursuant to City of Groveland Ordinance 2005-08-37.

B. The Concept Plan approved for the Property consists, in part, of the following elements: single-family detached homes, villas, townhomes and recreation.

C. In approving the PUD zoning for the Property, the CITY included a requirement that DEVELOPER make a contribution to the Housing Trust to be applied towards the provision of off-site affordable housing.

D. DEVELOPER acknowledges that affordable housing within the City of Groveland is a vital part of any thriving and successful municipality and agrees to contribute financially towards off-site affordable housing in accordance with this Agreement.

ACCORDINGLY, in consideration of the above Recitals and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals. The above Recitals are true and correct and form a material part of this Agreement.

Section 2. Definitions. The parties agree that, in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context requires otherwise:

2.1 "Agreement" means this City of Groveland and Centex Homes Affordable Housing Agreement, as it may from time to time be modified.

2.2 "CITY" means the City of Groveland, a municipal corporation created under the laws of the State of Florida.

2.3 "Property" means the land described in Exhibit "A".

2.4 "Housing Trust" means the Affordable Housing Trust Fund provided for in Section 9.1 of Article 9 of Chapter XX of the Land Development Regulations for the City of Groveland implemented after approval of City of Groveland Ordinance 2005-08-37.

2.5 "Maximum Affordable Sales Price" has the same meaning as set forth in City of Groveland Ordinance 2005-08-37.

Section 3. Units. DEVELOPER intends to (and is approved to) construct a total of three hundred ninety eight (398) residential units with various lot sizes ranging from 50 to 69 feet in width, 70 to 89 feet in width, and in excess of 89 feet in width. The median sales price of each of the residential units is expected to exceed two hundred twenty five percent (225%) of the Maximum Affordable Sales Price. Therefore, Twenty Five Thousand Dollars (\$25,000) per applicable residential unit is the required contribution from DEVELOPER.

Section 4. Applicability of Contribution. The contribution required to be paid pursuant to City of Groveland Ordinance 2005-08-37 applies to ten percent (10%) of the total units constructed on the Property. However, DEVELOPER has requested and CITY has agreed that DEVELOPER may pay a portion of the contribution on each of the 398 residential units, rather than paying lump sum payments of \$25,000 each on forty (40) (i.e., 10%) of the total units.

Section 5. Payments Due. DEVELOPER shall pay to CITY, for deposit into the Affordable Housing Trust Fund, a total affordable housing contribution for all of the said 398 residential units in the amount of One Million Dollars (\$1,000,000), in installments as provided in this Section 5. Payment for each residential unit shall be made at the time a building permit is issued for that unit by CITY. The amount due for each lot is based on the lot size which is set forth as follows:

Lot Counts	Lot Sizes	Payment Per Lot	Total Payments
168	50' - 69'	\$2,100.00	\$352,800
191	70' - 89'	\$2,700.00	515,700
39	Over 89'	\$3,371.80	131,500
398			\$1,000,000

Section 6. Covenant Running with Land. This Agreement is a covenant running with the Property and shall bind the lot owners, successors, assigns, heirs or vendees of DEVELOPER. This Agreement shall be recorded in the Public Records of Lake County,

Florida. The foregoing to the contrary notwithstanding, automatically upon the payment of the per-lot affordable housing contribution as to each residential unit in accordance with this Agreement, the said residential unit shall be released forever from this Agreement. Although no further action or documentation shall be necessary for the said automatic release to take effect, CITY agrees to execute and deliver a specific release, in recordable form, upon request by DEVELOPER.

Section 7. Notice. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered (1) when hand delivered to the official hereafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested or by overnight delivery service, addressed to a party at the address set forth below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

Notices to DEVELOPER: Centex Homes
2301 Lucien Way, Suite 400
Maitland, Florida 32751
Attention: Patrick J. Knight, Division President

With a copy to: Centex Homes
1064 Greenwood Boulevard, Suite 212
Lake Mary, Florida 32746
Attention: Karen Ward Procell, Esq.,
Division General Counsel

Notices to CITY: City of Groveland
156 S. Lake Avenue
Groveland, FL 34736
Attention: Ralph Hester, City Manager

Section 8. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

Section 9. The failure of any party to insist upon any other party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.

Section 10. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any litigation between the parties shall be the courts of Lake County, Florida. The parties agree that any and all reasonable costs and reasonable attorneys' fees incurred to enforce this Agreement shall be awarded to the prevailing party.

Section 11. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction. The foregoing to the contrary notwithstanding, compliance with this Agreement by DEVELOPER shall be deemed to be, and it shall constitute, satisfaction in full of all of DEVELOPER's affordable housing contribution obligations, including but not limited to those imposed pursuant to City of Groveland Ordinance 2005-08-37 or Section 9.1 of Article 9 of Chapter XX of the Land Development Regulations for the City of Groveland.

Section 12. This Agreement constitutes the entire agreement between the parties, has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each party on the date(s) written below.

Section 13. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Signed, sealed and
delivered in the presence of:

CITY:

CITY OF GROVELAND, FLORIDA

Anita R. Geraci
Witness Signature
Printed Name: Anita Geraci

By: Matthew Baumann
Matthew Baumann, Mayor

Date Signed: 1/18, 2007

Nicole Divenzo
Witness Signature
Printed Name: Nicole Divenzo

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of January, 2007 by Matthew Baumann, as Mayor of the City of Groveland, FL who is personally known to me or [] who produced _____ as identification.

Notary Seal:



Christina Stidham
Notary Public
Printed Name: Christina Stidham
My Commission Expires: 9/12/10

Attest:

Anne Sasser
Anne Sasser, City Clerk

Signed, sealed and
delivered in the presence of:

DEVELOPER:

CENTEX HOMES, a Nevada general
partnership

By: Centex Real Estate Corporation, a
Nevada corporation, as its Managing
General Partner

By: [Signature]
Name: Patrick J. Knight
Title: Division President

Date Signed: 12-19, 2006

[Signature]
Witness Signature
Printed Name: Debra Riggs

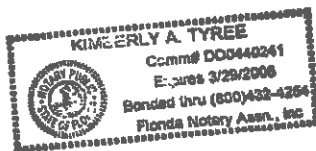
[Signature]
Witness Signature
Printed Name: Robyn Bronson

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 20th day of
December, 2006, by Patrick J. Knight, as Division President of Centex Real Estate
Corporation, a Nevada corporation, as the Managing General Partner of Centex Homes, a
Nevada general partnership, for and on behalf of the said corporation and general
partnership. He ☒ is personally known to me or ☐ produced _____
_____ as identification.

Notary Seal:



[Signature]
Notary Public
Printed Name: Kimberly Tyree
My Commission Expires: 3/29/08

EXHIBIT "A"

That part of Section 12, Township 22 South, Range 24 East described as follows:

That part of the Northwest Quarter of the Northwest Quarter lying East of County Road No. 565; the North 362.00 feet of the Southwest Quarter of the Northwest Quarter, LESS the right of way of County Road No. 565; ALSO LESS: Begin at a point 1027.7 feet North of the Southwest corner of the said Southwest Quarter of the Northwest Quarter; thence run North 89°16' East 198.6 feet; thence run North 92 feet; thence run South 89°16' West 198.6 feet; thence run South 92 feet to the Point of Beginning; the Northeast Quarter of the Northwest Quarter; the Southeast Quarter of the Northwest Quarter; the Northeast Quarter West of the Canal; the Northeast Quarter East of the Canal; all being in Lake County, Florida.

Together with that part of Section 1, Township 22 South, Range 24 East described as follows:

The Southeast Quarter of the Southwest Quarter of the Southwest Quarter, also known as Tract 63, GROVELAND FARMS, according to the Plat thereof, as recorded in Plat Book 2, Page 10 and 11, Public Records of Lake County, Florida, lying East of County Road No. 565; the Southeast Quarter of the Southeast Quarter; the South Quarter of the Northeast Quarter of the Southeast Quarter, all being in Lake County, Florida.

296491236v2 12/4/2006



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 1, 2016

AGENDA ITEM: Ordinance 2016-01-05 Preserve at Sunrise PUD
--

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
--

PREPARED BY: Ryan Berger, Community Development Director

DATE: January 26, 2016

BACKGROUND:

The Preserve at Sunrise Project is a residential development with 455 units located near Villa City Road and Irving Bend Drive.

The total project is 340 acres as follows:

Residential:	91 +/- acres
Park Land:	4.0 +/- acres
Park Facilities:	4.16 +/- acres
Dry Retention/Landscape buffers	15.53 +/- acres
Wetlands and Lakes	226 +/- acres

The following setbacks shall be applied to single family dwelling units.

Front: 20 feet
15 feet if dwelling has covered front porch

Rear: 10 feet except 5 feet for pool and pool deck

Side: 5 feet, except 10 feet for corner lots at street side

There is no minimum lot size however all single family residents will have a minimum square footage of 1,200 square feet.

The developer has not varied from the front porch or recessed garage requirements. Groveland's building diversity requirements are also maintained.

10% of the homes will be sold at or below \$260,000. This is considered affordable based on a \$1,263 monthly payment.

"The city with a future, watch us grow!"

STAFF RECOMMENDATION: Approve the Motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with @ future, watch us grow!"

ORDINANCE 2016-01-05

AMENDED AND RESTATED PUD

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING ORDINANCE 2005-08-37A, THE PUD FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF GROVELAND, FLORIDA; OWNED BY PULTE GROUP, LLC, AND LOCATED AT CR 565, GROVELAND, LAKE COUNTY, FLORIDA, PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Groveland, Florida, as follows:

Section 1: Purpose and Intent.

That the zoning classification of the following described property, being situated in the City of Groveland, Florida, shall hereafter be designated as PUD as defined in the Groveland Land Development Regulations.

LEGAL DESCRIPTION:

Northeast ¼, less canal, East ½ of Northwest ¼, Northwest ¼ of Northwest ¼ lying east of County Road 565, beginning at the Northwest corner of the Southwest ¼ of Northwest ¼, running South 200.3 feet, East 198.6 feet, South 92 feet, West 198.6 feet, South 69.7 feet, East 1320 feet, North 362 feet, West 1320 feet to the Point of Beginning, lying in Section 12, Township 22, Range 24, Lake County, Florida; AND That part of the SE ¼ of the SW ¼ of the SW ¼, also known as Tract 63 GROVELAND FARMS, according to the Plat thereof recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida, lying East of CR 565 in Section 1, Township 22 South, Range 24 East, Lake County, Florida; AND The South ¼ of the Northeast ¼ of the Southeast ¼, AND the Southeast ¼ of the Southeast ¼ all lying in Section 1, Township 22 South, Range 24 East, Lake County, Florida.

Section 2: Zoning Classification.

That the property being so designated as PUD is subject to the following terms and conditions;

General

Development of this Project shall be governed by the contents of this document and applicable sections of the City of Groveland Land Development Regulations and Code of Ordinances and all other applicable rules, regulations and ordinances of the City.

Where in conflict, the terms of this document shall take precedence over the City of Groveland Land Development Regulations and Code of Ordinances, and all other applicable rules, regulations and ordinances of the City.

Unless otherwise notes, the definition of all terms shall be the same as the definitions set forth in the City of Groveland Land Development Regulations.

Purpose

The purpose of this PUD is to:

1. Create an attractive and high quality environment which is compatible with the scale and character of the local environment; and
2. Develop a residential area that is safe, comfortable and attractive to pedestrians.
3. Create a community with direct visual and physical access to open land, with amenities in the form of community open space, and with a strong community identity;
4. Provide a network of open space;
5. Provide for a diversity of lot sizes and housing choices to accommodate a variety of age and income groups, and residential preferences, so that the City's population diversity may be maintained;

Land Uses

The Conceptual Development Plan for the Project is attached hereto as **Exhibit A** and is an integral part of this PUD document. Elements in the Conceptual Development Plan include single-family detached homes and recreation. The approximate acreage devoted to each land use shall be as follows:

Residential:	91 +/- acres
Park Land:	4.0 +/- acres
Park Facilities:	4.16 +/- acres
Dry Retention/Landscape buffers	15.53 +/- acres
Wetlands and Lakes*	226 +/- acres

*Up to 50% of the required Open space may be wetlands and/or lakes.

Residential

The residential development shall be comprised of single family detached homes and shall not exceed 460 units.

Setbacks

The following setbacks shall be applied to single family dwelling units.

Front:	20 feet 15 feet if dwelling has covered front porch
Rear:	10 feet except 5 feet for pool and pool deck
Side:	5 feet, except 10 feet for corner lots at street side

Lot Size

A range of lot sizes shall be provided in order to create variety and offer opportunity for different income households. There is no minimum lot size.

Dwelling Size

The minimum dwelling size for all single family residences shall be 1,200 square feet of heated/air conditioned space under roof exclusive of garage, carports and porches.

Lot Width

In accordance with the principle of providing diversity within the development a variety of lot widths shall be permitted in the range of 50-100 feet. The minimum lot width at building line shall be 40 feet with a minimum street frontage of 20 feet.

Lot Coverage

Lots shall have a maximum lot coverage of 70% to include principal dwelling, all paved areas and swimming pools.

Height of Structures

No residential structure shall exceed 2½ stories or 35 feet in height.

The Owner/Developer shall adopt deed restrictions which prohibit manufactured or otherwise prefabricated homes.

Building Design

Building design will be in accordance with the Chapter XVIII: Architectural Requirements of the City's Land Development Regulations. The following principles seek to promote a high quality development that will create a sense of place and community through the development of the site.

- A diversity of housing styles, shapes and materials will be encouraged in order to create variety in the streetscape.
- The different housing types shall be integrated architecturally in order to give the development a harmonious appearance.
- The creation of visual richness should be considered when choosing materials and details. Local characteristics are encouraged.
- Side entrances for garages are encouraged.
- A variety of roof heights, pitches and materials will be encouraged.
- Landscaping should be incorporated into the overall design as a means of linking the development areas with the open spaces.
- In an effort to avoid monotony, the same home plan and elevation will not be duplicated directly across the street or on either side of a particular plan and elevation.

Affordable Housing Requirement

Per the City's Affordable Housing Requirement, 10% of the homes sold in the community will be sold at or below \$260,000. This price is based on a median household income of \$58,300 (per HUD statistics). This number was derived through assuming property taxes of \$175 per month, insurance of \$100 per month and HOA fees of \$65 per

month, this leaves \$1,263 monthly for principal and interest. Assuming a 30 year, 4% fixed rate loan, a \$1,263 monthly payment qualifies a buyer for up to a maximum \$260,000 house. In order to ensure continuous affordability, the maximum affordable price will not be able to appreciate more than 5% compounded per year from the effective date of the PUD. The 10% of the homes in the neighborhood that are designated to remain affordable will not be able to exceed this maximum price. The price appreciation cap will be in effect for 99 years. This affordable housing requirement will supercede and/or replace any other affordable housing provisions or agreements that have been entered into which affect or run with the property.

Recreation and Open Space

A minimum of 4.16 acres shall be provided for recreation facilities in the approximate locations indicated on the Conceptual Development Plan. The recreation area shall provide a variety of facilities ranging from active play areas to informal park areas.

In addition to the recreation areas, open space will be provided within the development site. This open space shall include, but not be limited to project buffer areas, drainage areas, retention areas and landscaped areas. While the onsite wetlands and lakes will be preserved, a maximum of 50% of the open space may be met with wetland preservation.

Waterfront and Wetlands Buffer Requirement

No development shall be allowed within jurisdictional wetlands on the property. A minimum upland buffer of 25 feet shall be maintained. No development except passive recreation, as defined in Policy 5.6.3 of the Comprehensive Plan, and lake access and maintenance authorized by the St. Johns River Water Management District, shall be permitted in wetland/lake areas.

Boat Docks

A single lane boat ramp and communal dock shall be allowed for use by all residents of the PUD. Residents may permit private individual docks in the future.

Phasing

The Project may be constructed in phases. Each phase shall be developed in conformance with this ordinance and consistent with the Conceptual Development Plan.

Public Facilities

Potable Water and Wastewater

The Project shall be connected to the City Potable Water system and the City Sanitary Sewer system, prior to any Certificate of Occupancy being issued for any structure (except temporary construction uses) on the Project. Irrigation of common areas within the Project may be connected to an on-site irrigation well or wells. Re-use lines shall be installed for irrigation of lots.

Solid Waste

Solid Waste collection shall be pursuant to City regulations, as amended.

Drainage

The maintenance of the drainage system shall be the responsibility of the Homeowners Association(s).

Transportation

There shall be a minimum of two (2) ingress and egress points for the Project. These shall be in the approximate locations shown on the Conceptual Development Plan. Connection shall be provided to proposed developments which lie to the north and south of the site in the approximate locations indicated on the Conceptual Development Plan. All two-way streets shall have a fifty foot (50') right-of-way with a minimum 24 foot pavement and curb width. Provision shall be made for underground utilities. One-way streets shall have a forty foot (40') right-of-way with a minimum 14 foot pavement.

All portions of the development should be accessible by a direct, convenient, attractive, safe, and comfortable system of pedestrian facilities, and the development should provide appropriate pedestrian amenities.

Street and Sidewalks

The development shall have a connected street system that serves vehicles, pedestrians and bicycles which connects to recreation facilities and adjacent residential community areas. A minimum of a five foot (5') sidewalk shall be constructed along both sides of all streets. All streets shall be constructed to the City of Groveland standards.

Streets shall be interconnected as far as practicable, employing cul-de-sacs only where essential. Where cul-de-sacs are deemed to be unavoidable, continuous pedestrian circulation shall be provided for by connecting sidewalks that link the end of the cul-de-sac with the next street (or open space). A typical street layout is illustrated at **Exhibit A**.

Shade trees shall be planted within the right-of-way of all streets. Such trees shall be planted with root barriers so as not to interfere with utility lines and comply with the City's Landscape Regulations for trees in the right-of-way.

Landscaping Requirements

A variance from Sec. 133-137(a)(4) and from Sec. 117-21(16) is granted, in part. Owner shall locate and map all protected trees 6" or above in diameter at breast height or 54" above grade. Owner is not required to locate, map or protect trees less than 6" in diameter at breast height or 54" above grade, whether on the protected list or not. Protected trees of 6" or above in diameter at breast height or 54" above grade must be preserved unless within the area required for access, infrastructure, building footprint or within a five-foot offset of the footprint for the residence. If after such removal the lot will not contain a minimum of four trees of any type or types listed in Sec. 133-38, then owner shall be required to plant a substitute tree (to bring the total number of protected trees per lot to 4

or an equal number of protected trees as removed whichever is greater) of the types listed in Sec. 133-38 on the lot or within the common areas. The owner will be required to replace removed protected trees inch-for-inch of removed tree diameter at breast height and tree for tree. If the planting will take place on the lot, then such planting is to be performed prior to issuance of a certificate of occupancy. If the planting will take place within the common areas, then such planting is to be performed prior to the city issuing a certificate of completion for the subdivision or city accepting the conveyance of infrastructure improvements and real property, whichever occurs last; however, if neither can be accomplished for a reason acceptable to city, owner shall post a bond in an amount acceptable to city and for a duration acceptable to city until such trees are planted and viable. No lot may have less than 2 protected trees.

Lighting

Decorative street lighting shall be installed at every intersection, at the end of each cul-de-sac and at intervals of 300 feet, or as approved by the City Staff. Street lighting shall be installed by the Owner/Developer.

Utilities

All utilities shall be underground.

Signage

All signage on the Property shall be ground signage and shall comply with the City Land Development Regulations.

Maintenance of Common Areas

Maintenance of all common areas within the residential component of the Project shall be the responsibility of the Homeowner's Association(s) formed to govern such subdivision.

Impact Fees

The Owner/Developer acknowledges that the City of Groveland has impact fees for water, wastewater, fire, police and recreation, and that the Project shall be subject to such impact fees.

Amendments

Any substantial deviation from the PUD Conceptual Development Plan, or deviation from the terms of this Ordinance, shall be approved by the City Council in accordance with the legal procedures to amend zoning ordinances.

Expiration of PUD

Actual construction consistent with this PUD – Residential approvals (including construction plan approval) must commence on the Property within 3 years of the Effective Date of this ordinance without a lapse of construction. Construction shall include infrastructure and groundwork, as well as home building. If actual construction fails to begin as required herein or construction commences but lapses for a period of 8 consecutive months or longer, or for a period of twelve non-consecutive months

collectively within a period of 18 months, this PUD and any approvals including construction plans shall be considered expired and of no further force or effect. Any vesting which may be claimed thereby shall be void. The applicant may request the City for a twelve month extension prior to expiration.

Section 3: Consistent with Comprehensive Plan.

That the zoning classification is consistent with the Comprehensive Plan of the City of Groveland, Florida

Section 4: Official Zoning Map.

That the City Manager, or designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Groveland, Florida, to include said designation.

Section 5: Severability.

That if any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6: Conflict.

That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: Effective Date.

This Ordinance shall become effective immediately upon its approval and adoption by the City Council.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

ATTEST:

Teresa Begley
City Clerk

Approved as to Form:

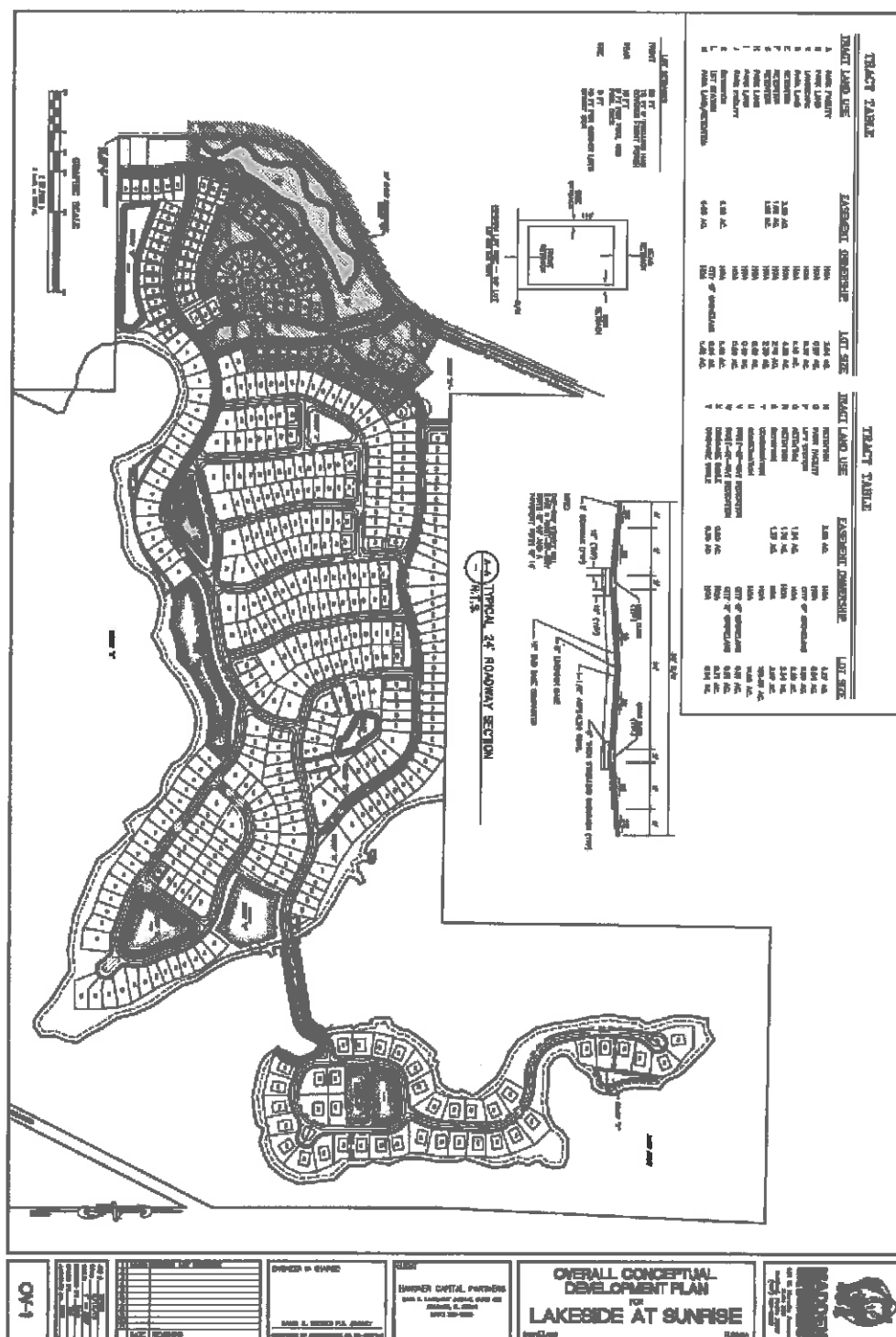
Anita Geraci-Carver
City Attorney

Passed First Reading _____
Passed Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
Tim Loucks		
John Griffin		
Mike Radzik		
Dina Sweatt		
Karen McMican		

Exhibit A





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 1, 2016

AGENDA ITEM:	Resolution 2016-01-01
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CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
-------------------	--

PREPARED BY:	Ryan Berger, Community Development Director
---------------------	---

DATE:	January 22, 2016
--------------	------------------

BACKGROUND:

Location: 615 S. Lake Avenue

Current Zoning: R-1A

The owner is requesting a variance to the Land Development Regulations in order to construct new residences on smaller lots and with reduced setbacks then what is permitted by code. The zoning district requires a 12,000 SF lot and the owner is requesting a variance to reduce the lot size requirement with the smallest lot at 6,664 SF (Alternate Key 1521602).

This variance request is being reconsidered as no development occurred on this parcel since approved Resolution 2006-09-19 outlined what was permissible at the time. And due to no construction occurring on the parcel, the resolution expired. The applicant seeks to reenact the approved resolution in order to develop this last parcel as a single family home.

The applicant has requested the setbacks be reduced as was approved in the previous resolution:

R-1A Zoning requires:

Front 35 feet
Side 12.5 feet
Rear 25 feet

Setbacks, as approved in Res. 2006-09-19, and requested:

Front 20 feet
Side 10 feet
Rear 20 feet

"The city with a future, watch us grow!"



STAFF RECOMMENDATION: Approve the motion
REVIEWED BY CITY MANAGER:
COUNCIL ACTION:
MOTION BY:
SECOND BY:

"The city with a future, watch us grow!"

RESOLUTION 2016-01-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, GRANTING A VARIANCE TO THE CITY OF GROVELAND'S RESIDENTIAL LOT SIZE REQUIREMENT AND SETBACK REQUIREMENT ON THE HEREIN DESCRIBED PROPERTY LOCATED AT 615 S. LAKE AVENUE, CITY OF GROVELAND, FLORIDA, OWNED BY WENDY A. AMIDON-HESSBERG; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Wendy A. Amidon-Hessberg, has petitioned for a variance from certain provisions of the City of Groveland Code of Ordinance, for property located at 615 S. Lake Avenue in the City of Groveland, Florida;

WHEREAS, such property consists of 6,664 square feet (alternate key 1521602) and is further described in the legal description below

Commence at the East corner of Lot 4, Block 109, Groveland (formerly Taylorville), according to the plat thereof, recorded in Plat Book 2, Pages 7 and 8, Public Records of Lake County, Florida; thence run South 43 degrees 34 minutes 44 seconds West along the Southeasterly line of said Lot 4 for a distance of 74.98 feet; thence run North 46 degrees 39 minutes 41 seconds West for a distance of 110.53 feet to the Point of Beginning; thence run South 43 degrees 34 minutes 44 seconds West for a distance of 74.98 feet to the Southwesterly line of Lot 3, said Block 109; thence run North 46 degrees 39 minutes 41 seconds West along the Southwesterly line of Lots 2 and 3, said Block 109 distance of 69.32 feet; thence run North 45 degrees 47 minutes 51 seconds West along the Southwesterly line of Lot 1, said Block 109, for a distance of 8.13 feet to the Northwesterly line of said Lot 1, Block 109; thence run North 26 degrees 16 minutes 19 seconds East along said Northwesterly line of Lot 1, Block 109, for a distance of 78.30 feet; thence run South 46 degrees 39 minutes 41 seconds East for a distance of 100.74 feet to the Point of Beginning.

WHEREAS, applicant desires to request a variance from the City of Groveland's minimum residential lot size requirement and residential setback requirement; and

WHEREAS, to accommodate a reduction in the minimum residential lot size requirement and residential setback requirement a variance from the requirements contained in the City of Groveland Land Development Regulations, Appendix A, Article IV Section 4.10 is required; and

WHEREAS, this Resolution was properly advertised once in a newspaper of general circulation in Lake County, Florida, no less than 10 days prior to Council's consideration of this Resolution and property owners within 150 feet of the subject site were timely provided written notice delivered by U.S. Mail, Bulk Certificate of Mailing; and

WHEREAS, the City Council of the City of Groveland has considered the petition in accordance with the standards for granting variances contained in Section 8.03, City of Groveland Code of Ordinances

NOW THEREFORE, be it resolved by the City Council of the City of Groveland, Florida, as follows:

Section 1 The petition for variance filed by Wendy A. Amidon-Hessberg, and located at 612 S. Lake Avenue in the City of Groveland, Florida, more particularly described as:

Commence at the East corner of Lot 4, Block 109, Groveland (formerly Taylorville), according to the plat thereof, recorded in Plat Book 2, Pages 7 and 8, Public Records of Lake County, Florida; thence run South 43 degrees 34 minutes 44 seconds West along the Southeasterly line of said Lot 4 for a distance of 74.98 feet; thence run North 46 degrees 39 minutes 41 seconds West for a distance of 110.53 feet to the Point of Beginning; thence run South 43 degrees 34 minutes 44 seconds West for a distance of 74.98 feet to the Southwesterly line of Lot 3, said Block 109; thence run North 46 degrees 39 minutes 41 seconds West along the Southwesterly line of Lots 2 and 3, said Block 109 distance of 69.32 feet; thence run North 45 degrees 47 minutes 51 seconds West along the Southwesterly line of Lot 1, said Block 109, for a distance of 8.13 feet to the Northwesterly line of said Lot 1, Block 109; thence run North 26 degrees 16 minutes 19 seconds East along said Northwesterly line of Lot 1, Block 109, for a distance of 78.30 feet; thence run South 46 degrees 39 minutes 41 seconds East for a distance of 100.74 feet to the Point of Beginning.

is granted as follows:

1. Variance to the City of Groveland's minimum residential lot size requirement from twelve thousand (12,000) square feet to six thousand six hundred sixty-four (6,664) square feet for no other purpose
2. Variance to the City of Groveland's minimum residential street side setback requirement from minimum residential side setback requirement from 12.5 feet to 10 feet will be allowed; and variance to the minimum residential front setback requirement from 35 feet to 20 feet will be allowed; and variance to the minimum residential rear setback requirement from 25 feet to 20 feet will be allowed on the above described property and for no other purpose.

PASSED and ADOPTED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR

City of Groveland, Florida

Attest:

TERESA BEGLEY

City Clerk



Approved as to form and legality:

Anita Geraci-Carver, City Attorney

First Reading _____

Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: February 1, 2016

AGENDA ITEM: Resolution 2016-02-01

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Redmond Jones, City Manager

DATE: January 27, 2016

BACKGROUND:

As you are aware, Council Member John Griffin has experienced some health issues. During discussions by Council, it has been determined that it is in the best interest of the citizens he serves for him to attend as many Council Meetings as his health will allow. In order to attend the Council Meetings, Council Member Griffin needs to be transported to the meeting via medical transport and have the services of a nursing assistant during the meeting. Resolution 2016-02-01 affirms that Council Member Griffin's attendance at Council Meetings is to be supported by the City staff arranging for and expending City funds to provide the services Council Member Griffin needs in order to safely attend City Council Meeting.

STAFF RECOMMENDATION: Approve Resolution 2016-02-01
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

RESOLUTION 2016-02-01

A RESOLUTION OF THE CITY COUNCIL OF GROVELAND, FLORIDA, SUPPORTING THE EXPENDITURE OF CITY FUNDS TO PROVIDE TRANSPORTATION AND NURSING SERVICES FOR COUNCIL MEMBER JOHN GRIFFIN AS IT HAS BEEN DETERMINED THAT HIS PRESENCE AT COUNCIL MEETINGS IS IN THE PUBLIC INTEREST, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it has been deemed in the best interest of the citizens of the City of Groveland that Council Member John Griffin attend as many Council meetings as his health will allow, and

WHEREAS, in order for Council Member Griffin to attend, he needs medical transport and the support of a nursing assistant while in attendance at Council meetings,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GROVELAND THAT:

1. Staff is hereby directed to ensure that medical transportation and nursing assistance be made available to Council Member Griffin at the City's expense to ensure his attendance at Council Meetings when his health allows.
2. This resolution shall become effective immediately upon passage by the City Council of Groveland, Florida as provided by law.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of February, 2016.

ATTEST:

Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk

Approved as to Legality and Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Dina Sweatt		
Mike Radzik		
Karen McMican		
Tim Loucks		



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 1, 2016

AGENDA ITEM: Faith Neighborhood Site Plan

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

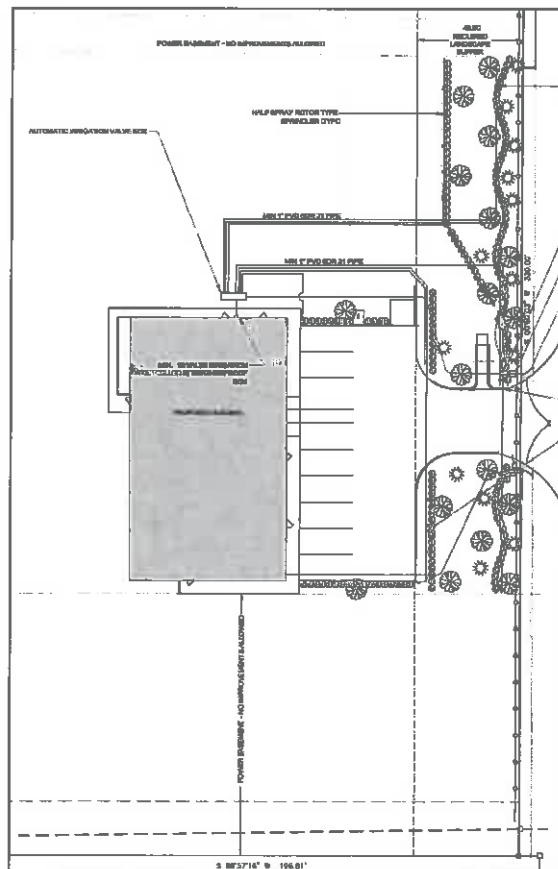
PREPARED BY: Ryan Berger, Community Development Director

DATE: January 26, 2016

BACKGROUND:

The Faith Neighborhood Center is proposing a new 6,000 square foot building located off of Timber Village Road in the Timber Village Industrial Park.

The CRA also provided a \$10,000 economic development incentive for this project. They assist low to moderate income with housing, clothing, and food.



"The city with a future, watch us grow!"

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

DECEMBER 2015

EXISTING FUTURE LAND USE **IMP**

60326
MICHIGAN

TELEPHONE: 011 44 1223 326111
COUNTRY: UK

23.0'

PARKING REQUIRED. 07

TOTAL MUNICIPAL BUDGET PRO



Public Records of Lake County, Florida

Call before you dig

10

3520428-1200

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THEORY OF THE CASE

FAITH NEIGHBORHOOD CENTER

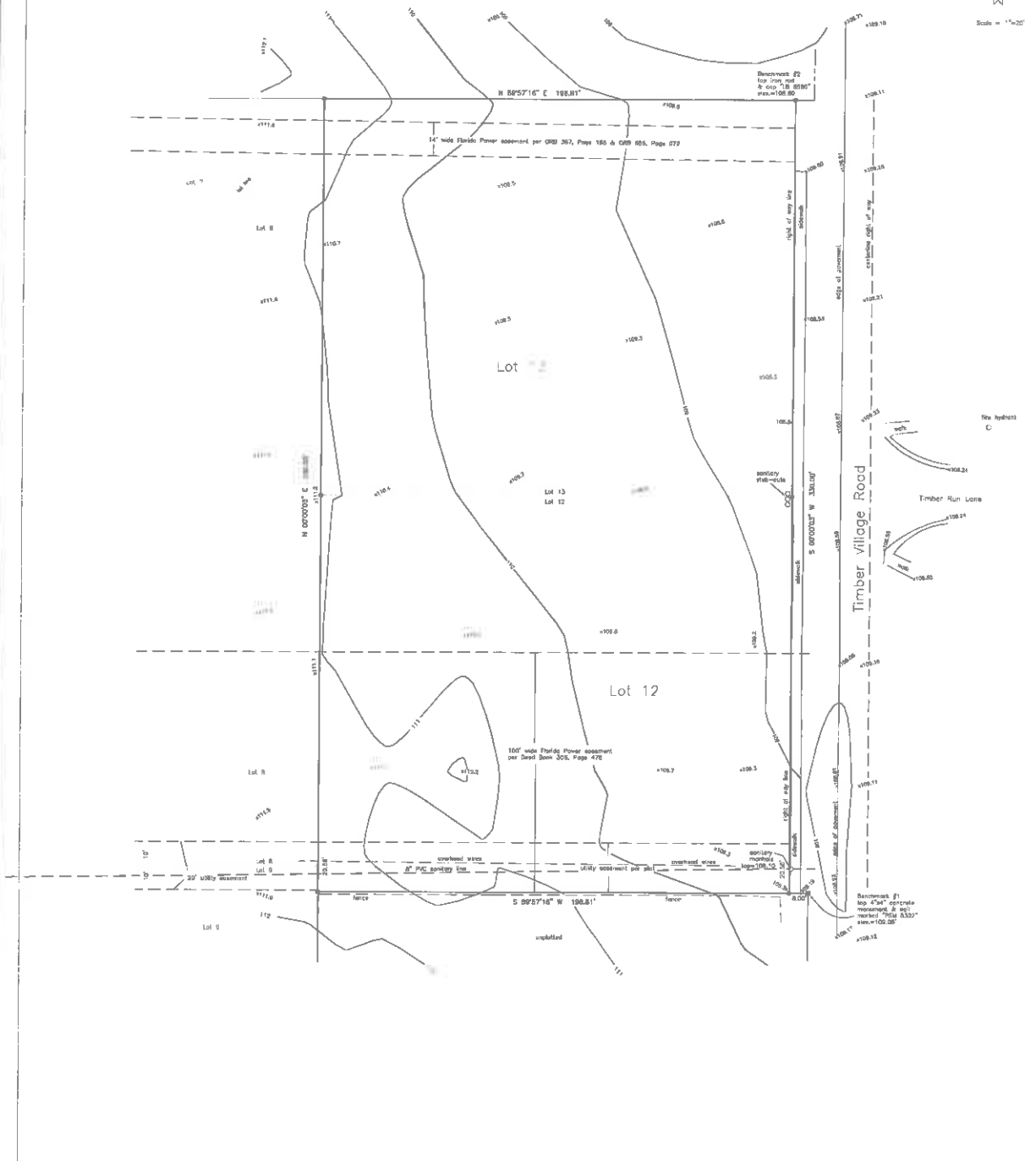
CITY OF GROVELAND

LAKE COUNTY, FLORIDA

JOB NO.	1102																
DATE	December 2016																
SCALE	REF 0:10=1:1																
DRAWN BY	ACH																
<div> <div>REVISIONS</div> <table border="1"> <tr> <td>1</td> <td>REF. REV. 1-2-16</td> </tr> <tr> <td>2</td> <td></td> </tr> <tr> <td>3</td> <td></td> </tr> <tr> <td>4</td> <td></td> </tr> <tr> <td>5</td> <td></td> </tr> <tr> <td>6</td> <td></td> </tr> <tr> <td>7</td> <td></td> </tr> <tr> <td>8</td> <td></td> </tr> </table> </div>		1	REF. REV. 1-2-16	2		3		4		5		6		7		8	
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Map of Boundary & Topographic Survey

Description:
Lots 12 and 13, TIMBER VILLAGE INDUSTRIAL PARK,
according to the plot thereof, as recorded in
Plot Book 57, Pages 45 and 46, Public Records of
Lake County, Florida



Lat. County
I hereby declare that based on my
examination of the Flood Insurance Rate
Map panel 120800 0565 I, dated Dec. 16,
2012, and that to the best of my knowledge,
belief and my professional opinion that the
subject property lies within flood zone X.

Surveyor's Certification
I hereby certify to WABER that this Map of Boundary &
Topographic Survey meets the Standards of Practice for
surveys as set forth in Chapter 64-17 Florida Administrative
Code pursuant to Section 479.227, Florida Statutes.

JOYREY P. BROWN PSM #5502
STATE OF FLORIDA
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL
HANDWRITTEN SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL
PURPOSES ONLY AND IS NOT VALID.

Notes:
-Bearings based on the West right of way line of Timber Village Road
as being S 02°07'02" W, as assumed marked.
-Legal description supplied by client.
-No title commitment or abstract has been
provided for the subject property. There may
be recorded or unrecorded documents which
could affect the parcel.
-No adjacent or underground improvements,
other than those shown, located this date.
-Subject property, Lots 12 & 13, contain 1.91 acres, more
or less, and is subject to any right of way or easements of record.
-Easements based on MWD 1988 0088.

Legend:
● denotes found iron nail & cap,
marked "JB 5502"

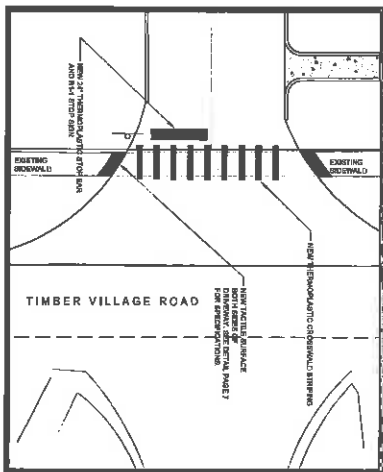
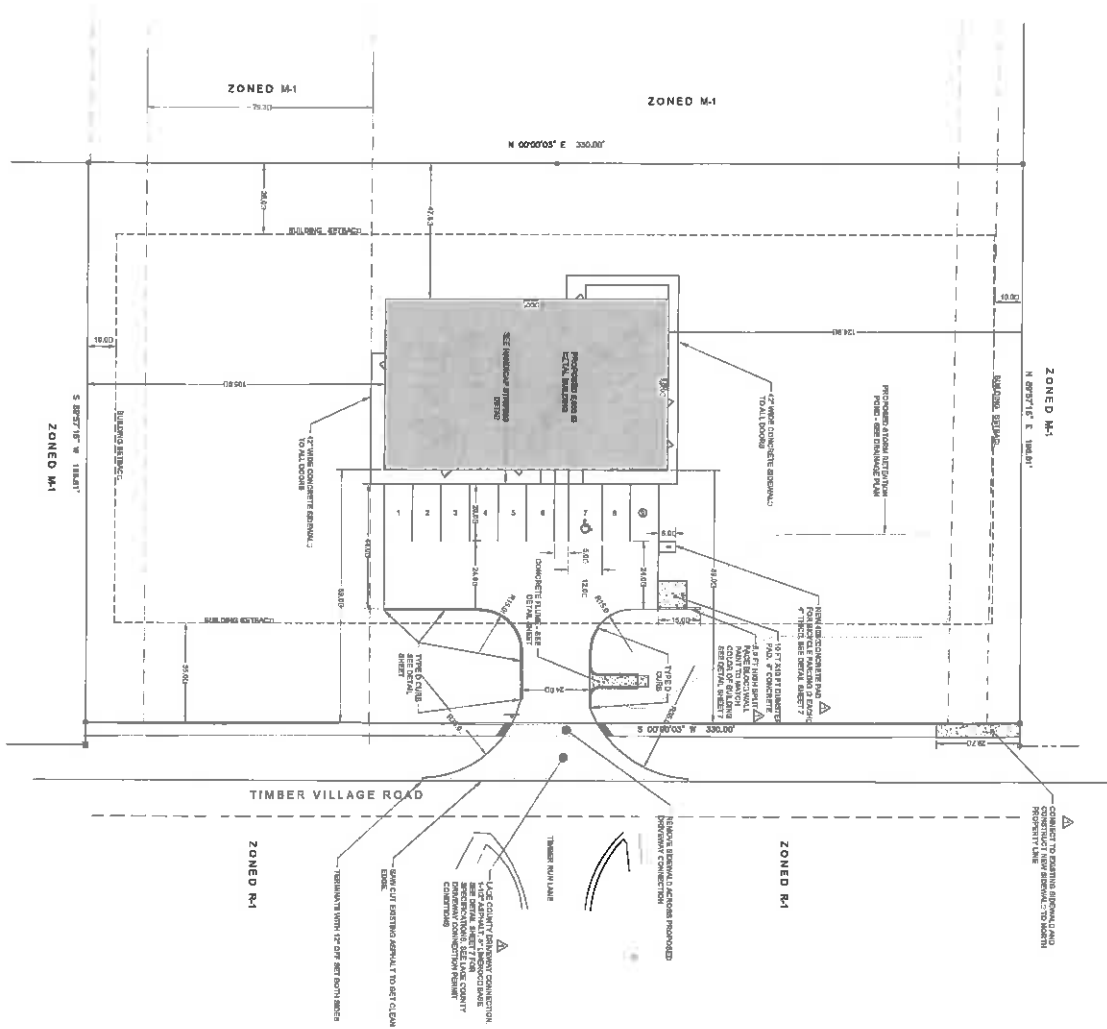
Date (see 2/7/14)	Prepared for: 03031055
Drawn by: JPM	Reviewed: Rhodes Land Surveying, Inc. 18 8880 420 S. Woodbine Ave. Orlando, FL 32711 302-394-0229
Scale: 1"=200'	

FAITH NEIGHBORHOOD CENTER

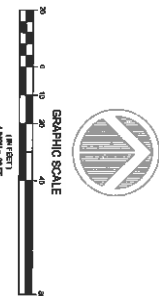
CITY OF GROVELAND

LAKE COUNTY, FLORIDA





1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CITY OF GROVELAND AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, COUNTY EDITION, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, COUNTY EDITION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GROVELAND AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PRIOR TO THE START OF CONSTRUCTION.
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FAITH NEIGHBORHOOD CENTER

CITY OF GROVELAND

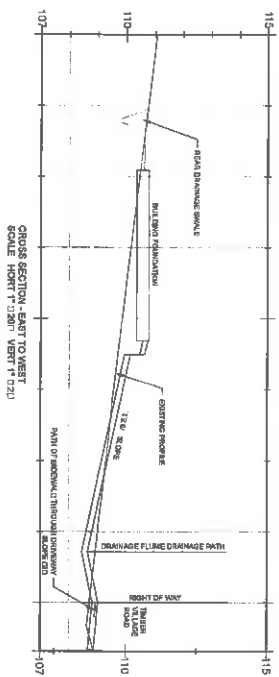
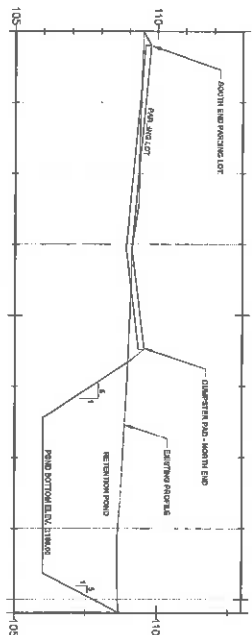
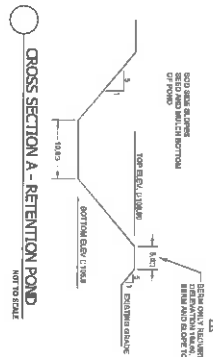
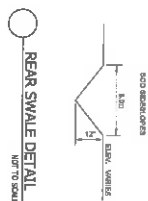
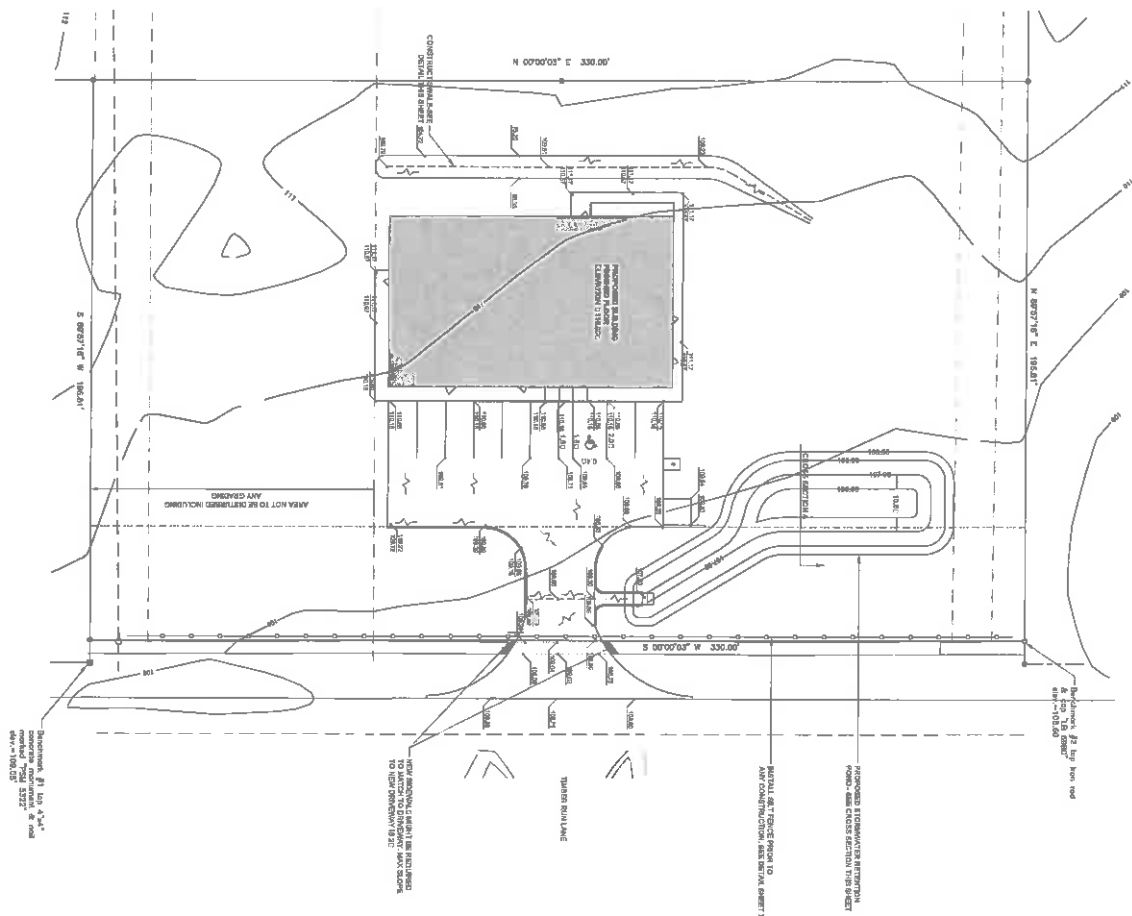
LAKE COUNTY, FLORIDA



JOB NO.	1559
DATE	December 2015
DRAWN BY	LEE GARY H
CHECKED BY	ACM
DATE	12/15/15
REVISIONS	
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MASTER PLAN

DATE: 12/15/15



GRAPHIC SCALE

(in feet)

1 inch = 25 ft.

PRINTED AND ENGRAVED NOTES

[illegible]**FAITH NEIGHBORHOOD CENTER**

LAKE COUNTY, FLORIDA

CITY OF GROVELAND

JOB NO.	1828																
DATE	December 2011																
SCALE	SEE GRAPH																
DRAWN BY	ADG																
<div> <div>REVISIONS</div> <table border="1"> <tr> <td>1</td> <td>GEN. REV. 1-2-15</td> </tr> <tr> <td>2</td> <td></td> </tr> <tr> <td>3</td> <td></td> </tr> <tr> <td>4</td> <td></td> </tr> <tr> <td>5</td> <td></td> </tr> <tr> <td>6</td> <td></td> </tr> <tr> <td>7</td> <td></td> </tr> <tr> <td>8</td> <td></td> </tr> </table> </div>		1	GEN. REV. 1-2-15	2		3		4		5		6		7		8	
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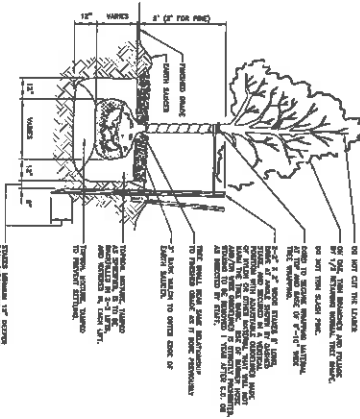
PHOTO: DAVE DUNCAN. LIVERMOUTH, MA -
NINE THREE DOLLAR INCHES IN 50 DOLLON
CONTAINMENT - ARE CITY LANDSCAPE ORIGINATOR FOR
COMPLETE SPECIFICATIONS

PROPOSED CRIME INVOLVE UNLAWFUL THEFT, LAGGING INDEMNIFICATION & HEIGHT (13 TOTAL), 189, 2-12 THOSE CHILDREN IN A 20 GALLON CONTAINER.

1100S BOGE HAWKINS, LENOIR PHILLIPS INDUSTRIES. 376 TOTAL. 3 GALLON CONTAINERS. Q# H317367 CANTIERO

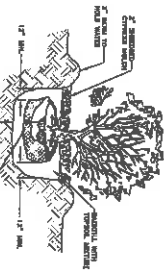
REGISTRATION MUST BE APPROVED BY THE BOARD OF ROTATION

NOTE: REFER TO CITY OF GROWLAND LANDSCAPE APPLICATIONS FOR TREE AND PLANT SUBSTITUTIONS



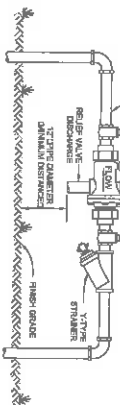
TREES / PALM TREES

MLT-3

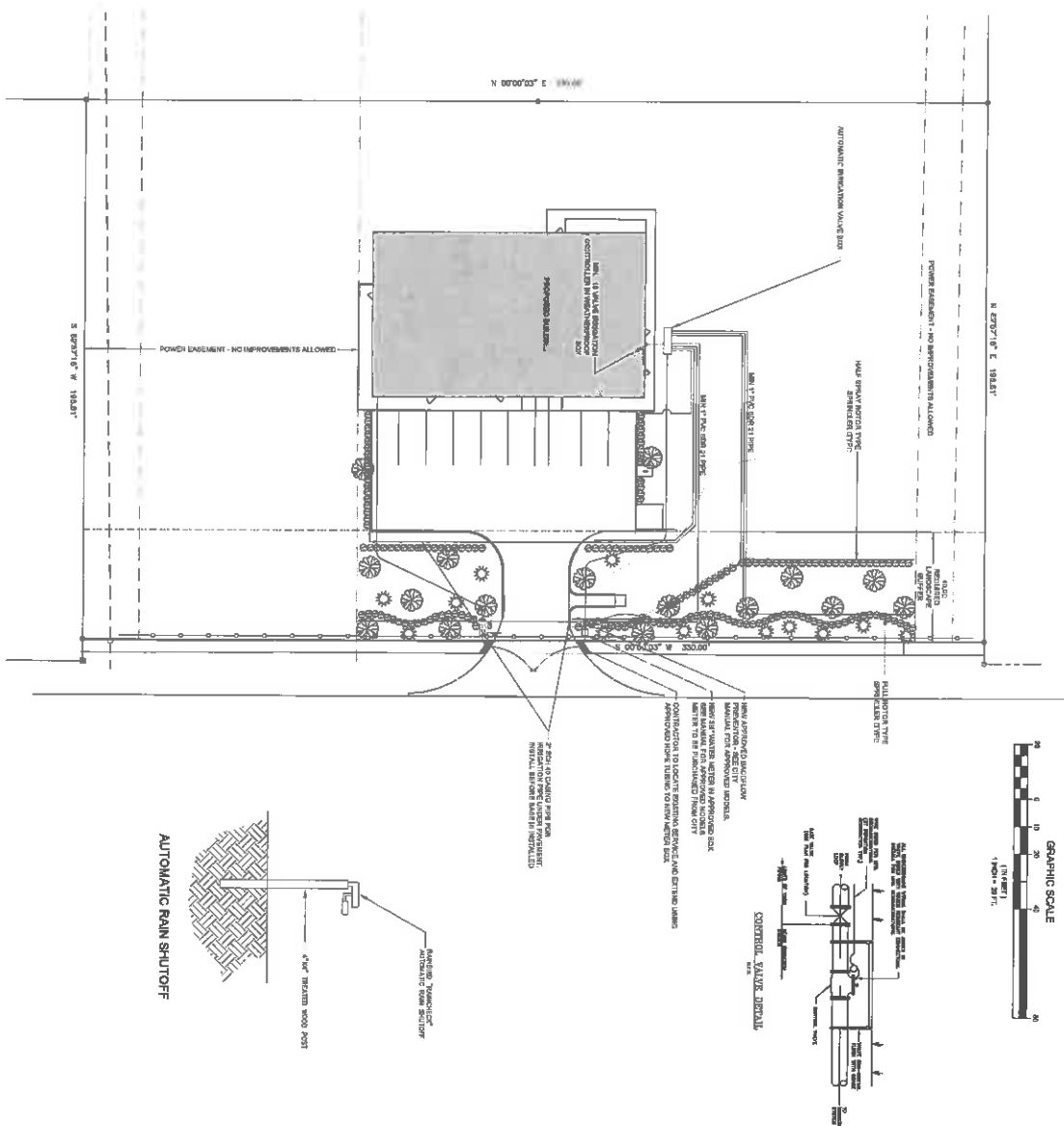


SCHEDULE 80 PVC
OR COPPER PIPE

BALL TYPE
SHUT OFF VALVES



BACKFLOW PREVENTOR DETAIL

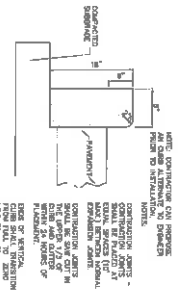


CITY OF GROVELAND

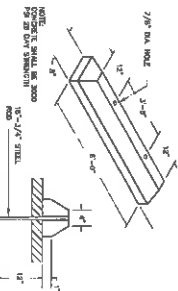
LAKE COUNTY, FLORIDA

JOB NO.	1520
DATE	December 2011
SCALE	SEE GRAPHING
DRAWN BY	AC
REVISIONS	

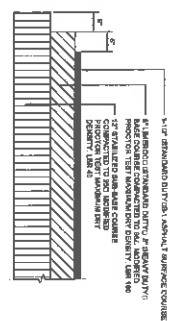
LANDSCAPE &
IRRIGATION PLAN



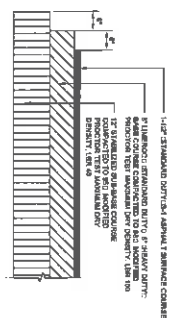
TYPE D' CURB DETAIL
NOT TO SCALE



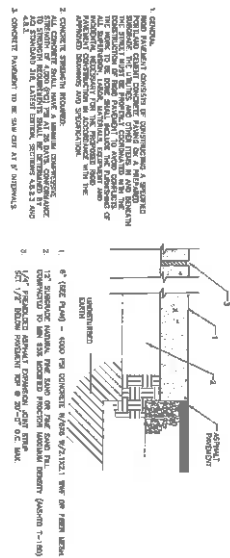
CONCRETE WHEEL STOP
NOT TO SCALE



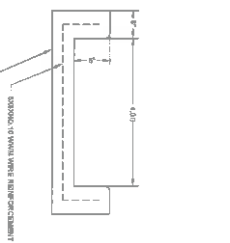
ASPHALT PAVEMENT DETAIL - PARKING LOT
(NOT IN R/W)
NOT TO SCALE



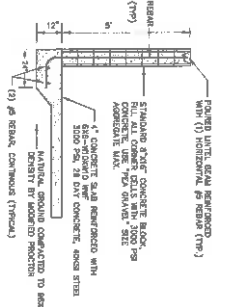
ASPHALT PAVEMENT DETAIL
TIMBER VILLAGE ROAD R/W
NOT TO SCALE



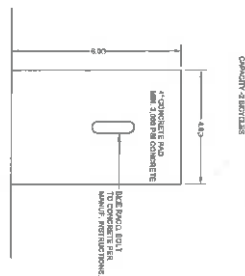
CONCRETE PAVEMENT DETAIL
(ALTERNATIVE TO ASPHALT PAVEMENT)
NOT TO SCALE



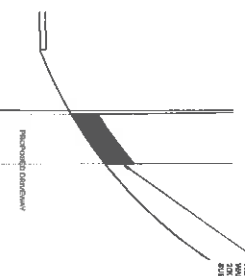
CONCRETE FLUME CROSS SECTION
NOT TO SCALE



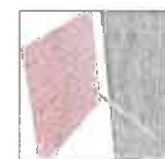
SCREEN WALL - DUMPSTER PAD
NOT TO SCALE



BICYCLE PARKING STALL
NOT TO SCALE



ADA DETECTABLE WARNING MAT
NOT TO SCALE



NO.	DATE	BY	REVISIONS
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FAITH NEIGHBORHOOD CENTER

CITY OF GROVELAND

LAKE COUNTY, FLORIDA

MONTVERDE ENGINEERING INC.
1-21-18
ATTORNEY AT LAW
1000 N. W. 10th Avenue, Suite 100
Fort Lauderdale, FL 33304
TEL: 954.571.1111
FAX: 954.571.1112
WWW.MONTVERDEENGINEERING.COM

NO.	DATE	BY	REVISIONS
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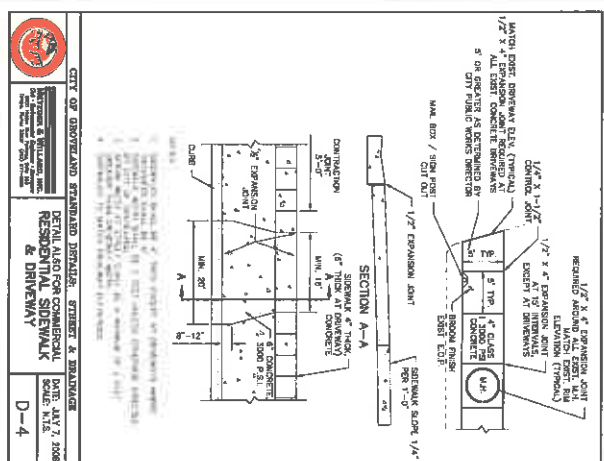


**MONTVERDE
ENGINEERING INC.**
P.O. BOX 50478 MIAMI, FL 33150 • TEL. 305/477-4400

1-21-15

ART. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823,







REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE:	February 1, 2016
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AGENDA ITEM:	Ordinance 2015-11-31
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CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
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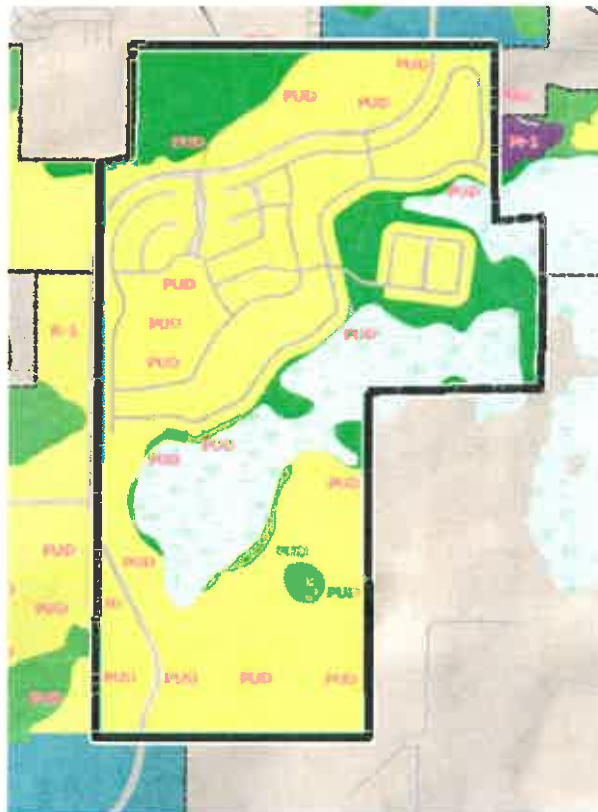
PREPARED BY:	Ryan Berger, Community Development Director
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DATE:	February 1, 2016
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BACKGROUND:

On November 16th, 2015 the City of Groveland Transmitted a Comprehensive Plan Amendment changing the Future Land Use designation of Trilogy from Mixed Use to Single Family Medium Density.

The State has responded to the amendment requesting that the current Future Land Use of Conservation also be included for clarity since those lands are within the Trilogy concept plan. This Ordinance has made the suggested change. The map below identifies those areas in green.



"The city with a future, watch us grow!"

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with @ future, watch us grow!"

ORDINANCE 2015-11-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF GROVELAND'S COMPREHENSIVE PLAN PURSUANT TO 163.3187(1), FLORIDA STATUTES, BY AMENDING THE COMPREHENSIVE LAND-USE PLAN DESIGNATION FROM MIXED USE AND CONSERVATION TO SINGLE FAMILY MEDIUM DENSITY AND CONSERVATION ON THE FUTURE LAND-USE MAP FOR THE HEREIN DESCRIBED PROPERTY; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE FORWARDING OF THIS ORDINANCE TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

WHEREAS, the City of Groveland, Florida adopted Ordinance 92-02-01, adopting the Comprehensive Plan for the City of Groveland which has since been amended, and

WHEREAS, the request for this large scale plan amendment is initiated by the applicant, Shea Homes Active Adult, LLC; and

WHEREAS, the owner and applicant desire to construct single family residences; and

WHEREAS, the Local Planning Agency of the City of Groveland held a public hearing on this ordinance which was advertised in accordance with law, and

WHEREAS, the City Council of the City of Groveland public hearing has been advertised as required by law for two public hearings with the first public hearing occurring at least 7 days after the first advertisement was published and the second public hearing for adoption of this ordinance occurring at least 5 days after the day of the second advertisement; and

WHEREAS, the City Council of the City of Groveland hereby finds and determines that the plan amendment is internally consistent with the City's Comprehensive Plan; and

WHEREAS, it is in the best interests of the City of Groveland to amend the Comprehensive Plan for the City of Groveland as set forth herein.

WHEREAS, the City of Groveland desires to amend the Comprehensive Plan for the City of Groveland as set forth below.

Now, therefore, it be ordained by the City Council of the City of Groveland, Florida:

Section 1. Legislative Findings.

The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Groveland.

Section 2. Comprehensive Plan Amendment

A. The Property is legally described in **Exhibit A** attached hereto.

The Property consists of 733 +/- acres.

B. That portion of the Future Land Use Element referenced as the Future Land Use Map of the City of Groveland Comprehensive Plan is hereby amended by changing the designation of the hereafter described real property (the "Property"), on the City of Groveland Future Land Use Map from City of Groveland Mixed Use and Conservation and designating the Property on the Future Land Use Map to:

Single Family Medium Density Residential and Conservation as hereafter specified.

SINGLE FAMILY MEDIUM DENSITY: 563 acres more particularly described as The Property less and except the properties depicted and described in **Exhibit A** hereto.

CONSERVATION: 170 acres more particularly depicted and described in **Exhibit A**.

Section 3. Severability

Upon a determination that by a court of competent jurisdiction that a portion of this ordinance or the comprehensive plan adopted hereby is void, unconstitutional or unenforceable, all remaining portions shall remain in full force and effect.

Section 4. Direction to the City Manager.

The City Manager is hereby authorized to amend the comprehensive plan and future land-use map as indicated herein.

Section 5. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. Transmittal

After the first public hearing, a copy hereof shall be transmitted to the Department of Economic Opportunity and the East Central Florida Regional Planning Council, the water management district, the Department of Environmental Protection, the Department of State, the Department of Transportation, Lake County, and any other unit of local government or governmental agency in the State of Florida that has filed a written request with the Clerk of the City of Groveland, Florida.

Section 7. Effective Date

This ordinance shall become effective upon the date a final order is issued by the Department of Economic Opportunities or Administration Commission finding the amendment in compliance in accordance with Section 163.3184, Florida Statutes. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED and ADOPTED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2015.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

Attest:

TERESA BEGLEY
City Clerk



Approved as to form and legality:

Anita Geraci-Carver, City Attorney

First Reading _____

Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
Karen McMican		
Mike Radzik		
Dina Sweatt		

EXHIBIT "A"

